

After School Education and Safety Program

California *Education Code* Certified Assurances Page 1

These Certified Assurances, per California *Education Code* (*EC*), are required as part of the After School Education and Safety Universal and Renewal grant application.

Note: All grantees are required to retain on file a copy of the General Assurances for their records and for audit purposes. Please download the General Assurances on the California Department of Education's (CDE) Funding Forms web page at <https://www.cde.ca.gov/fg/fo/fm/ff.asp>. Grantees should not submit General Assurances to the CDE.

On behalf of the applicant agency, the Authorized Signature or Designee and all co-applicants (if applicable) hereby agree to, and certify the following:

1. The program will include an educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science (*EC* Section 8482.3[c][1][A], 8482.3[f][6], and 8483.3[c][1]).
2. The program will have an educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities (*EC* sections 8482.3[c][1][B], 8482.3[f][6], and 8483.3[c][2]). Such activities might involve Science, Technology, Engineering, and Mathematics, The arts, music, physical activity, health promotion, general recreation, technology, career awareness, and activities to support positive youth development.
3. The program will agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with *EC* Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2. The program will agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (*EC* sections 8482.3[d][1], 8482.3[d][2], and 8483.3[c][8]).
4. Each partner in the application agrees to share responsibility for the quality of the program (*EC* Section 8482.3[f][3]).
5. The program agrees to follow all fiscal reporting and auditing standards required by the CDE (*EC* Section 8482.3[f][5]).

After School Education and Safety Program

California *Education Code* Certified Assurances

Page 2

6. Program agrees to provide information to the department for the purpose of program evaluation and will certify that program evaluations will be based upon any requirements recommended by the Advisory Committee on Before and After School Programs and adopted by the state board, including the annual outcome-based data for evaluation (*EC* sections 8482.3[f][7], 8482.3[f][8], 8483.3[c][11], and 8484[a]).
7. The program will provide attendance data on participating pupils in the expanded learning program and the continuous quality improvement process to the CDE on an annual basis (*EC* sections 8482.3[f][10][A] and 8484[a][1][A]).
8. As required by the CDE, programs will submit program attendance on a semiannual basis (*EC* sections 8482.3[f][10][B] and 8484[a][1][B]).
9. The program will review their after school program plans every three years. The review is to include, but not limited to program goals (a program may specify any new program goals that will apply to the following three years during the grant renewal process), program content, outcome measures that the program will use for the next three years, and any other information requested by the CDE. If the program goals or outcome measures change as a result of this review, the program shall notify the CDE. The grantee shall maintain documentation of the after school program plan for a minimum of five years (*EC* sections 8482.3[g][1][A] and 8482.3[g][1][F]).
10. The program acknowledges that the CDE shall monitor this review as part of its onsite monitoring process (*EC* Section 8482.3[g][2]).
11. Every program established pursuant to this article shall be planned through a collaborative process that includes parents, youth, and representatives of participating public schools, governmental agencies, such as city and county parks and recreation departments, local law enforcement, community organizations, and the private sector (*EC* Section 8482.5[b]).
12. Every pupil attending a school operating a program is eligible to participate in the program, subject to program capacity (*EC* Section 8482.6).
13. A program is not required to charge family fees or conduct individual eligibility determination based on need or income (*EC* Section 8482.6).

After School Education and Safety Program

California *Education Code* Certified Assurances

Page 3

14. Offsite programs shall align the educational and literacy component of the program with participating pupils' regular school programs (*EC* sections 8482.8[a][2] and 8484.6[a]). Offsite programs will ensure communication among teachers in the regular school program, after school staff and parents of students. Offsite programs will ensure communication among teachers in the regular school program, staff in the before school and after school components of the program, and parents of pupils (*EC* Section 8482.8[a][2]).
15. A program that requests approval to operate an offsite program shall describe the manner in which the applicant intends to provide safe, supervised transportation between school sites; ensure communication among teachers in the regular school program, staff in the before school and after school components of the program, and parents of pupils; and coordinate the educational and literacy component of the before and after school components of the program with the regular school programs of participating pupils. (*EC* Section 8482.8[a][2]). No program located off school grounds shall be approved unless safe transportation is provided to the pupils enrolled in the program (*EC* Section 8484.6[a]).
16. The program will commence immediately upon the conclusion of the regular school day. (Note: A regular school day is any day that students attend and instruction takes place.) (*EC* Section 8483[a][1]).
17. The program will operate for a minimum of 15 hours per week (*EC* Section 8483[a][1]).
18. The program will operate until at least 6 p.m., on every regular school day (*EC* Section 8483[a][1]).
19. The program will establish a policy regarding reasonable early daily release of pupils from the program (*EC* Section 8483[a][1]).
20. Elementary school and middle school or junior high pupils should participate in the full day of the program every day during which pupils participate (*EC* Section 8483[a][2]).
21. For middle school or junior high school, programs may implement a flexible attendance schedule for those pupils (*EC* Section 8483[a][3]).

After School Education and Safety Program

California *Education Code* Certified Assurances

Page 4

22. First priority for enrollment of pupils in an after school program shall be given to homeless youth, pupils identified by the program as being in foster care, and to pupils eligible for free or reduced Priced meals (*EC* Section 8483[c][1][a]) and second priority shall be given to middle school and junior high pupils who attend program daily (*EC* Section 8483(c)[1][b]) After School Education and Safety Program Universal 2019–20.
23. The program will provide a safe physical and emotional environment, opportunities for relationship building, and promote active pupil engagement (*EC* Section 8483.3[c][3]).
24. The program will provide staff training and development (*EC* Section 8483.3[c][4]).
25. The program will integrate with the regular school day and other expanded learning opportunities (*EC* Section 8483.3[c][5]).
26. The program will engage in community collaboration, including, but not limited to, demonstrated support of the school site principal and staff (*EC* Section 8483.3[c][6]).
27. The program will provide opportunities for physical activity (*EC* Section 8483.3[c][7]).
28. The program will assume fiscal accountability (*EC* Section 8483.3[c][9]).
29. The program will meet all of the evaluation requirements (*EC* Section 8483.3[c][11]) and any such data required by the CDE.
30. The program will engage in the collection and use of pupil social, behavioral, or skill development data collection to support quality program improvement processes (*EC* Section 8483.3[c][12]).
31. The program will ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1 (*EC* Section 8483.4).
32. The program will establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district (*EC* Section 8483.4).

After School Education and Safety Program

California *Education Code* Certified Assurances

Page 5

33. Selection of the program site supervisors shall be subject to the approval of the school site principal (*EC* Section 8483.4).
34. All program staff and volunteers will be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district (*EC* Section 8483.4).
35. All funds expended will supplement, but not supplant, existing funding for after school programs. State categorical funds for remedial education activities shall not be used to make the required contribution of local funds for those after school programs (*EC* sections 8483.5[e] and 8483.7[b]).
36. The program may provide three days of staff development during regular program hours using funds from the total grant award (*EC* Section 8483.7[a][4]).
37. The program will provide an amount of cash or in-kind local funds equal to not less than one-third of the total grant from the school district, governmental agencies, community organizations, or the private sector. Facilities or space usage may fulfill not more than 25 percent of the required local contribution (*EC* Section 8483.7[a][7]).
38. The program acknowledges that State categorical funds for remedial education activities shall not be used to make the required contribution of local funds for those after school programs (*EC* Section 8483.7[b]).
39. A program may expend on indirect costs no more than the lesser the school district's indirect cost rate, as approved by the CDE for the appropriate fiscal year or five percent of the state program funding received (*EC* Section 8483.9[a]).
40. The program may expend no more than 15 percent of that funding on administrative costs, which include indirect costs (*EC* Section 8483.9[b]).
41. A program will ensure that no less than 85 percent of that funding is allocated to school sites for direct services to pupils. The cost of a program site supervisor may be included as direct services, provided that at least 85 percent of the site supervisor's time is spent at the program site (*EC* Section 8483.9[c]).

After School Education and Safety Program

California *Education Code* Certified Assurances Page 6

42. The program shall submit evidence of a data-driven program quality improvement process that is based on CDE's guidance on program quality standards (*EC* Section 8484[a][2]).
43. Programs may be conducted upon the grounds of a community park, recreational facility, or other site as approved by the State Department of Education in the grant application process (*EC* Section 8484.6[a]).
44. An offsite program shall comply with all statutory and regulatory requirements that are applicable to similar programs conducted on the school site (*EC* Section 8484.6[b]).
45. If 15 percent or more of the pupils enrolled in a public school that provides instruction in kindergarten or any of grades 1 to 12, inclusive, speak a single primary language other than English, as determined from the census data submitted to the CDE in the preceding year, all notices, reports, statements, or records sent to the parent or guardian of any such pupil by the school or school district shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language (*EC* Section 48985[a]).

I acknowledge understanding of and agreement with California Education Code Certified Assurances 1—46.

Authorized Signature

Date

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES FUNDING TERMS AND CONDITIONS (FT&C)

FT&C For:

CalWORKs Stage 2 (C2AP)

CalWORKs Stage 3 (C3AP)

Alternative Payment Program (CAPP)

General Child Care and Development (CCTR)

Family Child Care Home Education Networks (CFCC)

Programs for Children with Severe Disabilities (CHAN)

Migrant Alternative Payment Program (CMAP)

Migrant Child Care and Development Program (CMIG)

Local Child Care and Development Council (CLPC)

Resource and Referral Program (CRRP)

Effective July 1, 2025

Table of Contents

I.	INTRODUCTION	6
II.	GENERAL PROVISIONS	7
	A. Notification of Address Change (5 CCR 18014)	7
	B. Notification of Email Contact Changes	8
	C. Materials Developed with Contract Funds (5 CCR 18016)	8
	D. Issuance and Use of Checks (5 CCR 18018)	8
	E. Prohibition against Loans and Advances (5 CCR 18019)	8
	F. Contracts with Multiple Service Areas (5 CCR 18022)	9
	G. Compliance Reviews (5 CCR 18023(b)(d))	9
	H. Error Rate (<i>WIC</i> 10388)	10
	I. Applicability of Corporations Code	10
	J. Conflicts of Interest (<i>WIC</i> 10266.5)	10
	K. Unlawful Denial of Services (GC 11135 and 5 CCR 4900)	12
	L. Computer Software Copyright Compliance	12
	M. Recycled Paper Certification (PCC 12205, 12209, 12320)	12
	N. Healthy Schools Act	13
	O. Technical Assistance (<i>WIC</i> 10397(c))	14
	P. Resolution of Contract Administration Disputes (<i>WIC</i> 10391 and 5 CCR 18301)	14
	Q. Fraud Policies	15
III.	COSTS, EARNINGS AND REIMBURSEMENT	15
	A. Contract Amount Adjustments (Applies to C2AP, C3AP) (5 CCR 18033, 18034)	15
	B. Reasonable and Necessary Costs (5 CCR 18013(s), 18033, <i>WIC</i> 10213.5, 2 CFR 200.404)	15
	C. Indirect Costs (5 CCR 18013(m), 18013(n), 18034(k), 2 CFR 200.414)	15
	D. Administrative Costs (<i>WIC</i> 10302, 5 CCR 18013(c))	16
	E. Service Level Exemption (Start-Up Costs) for New or Expanded Center-based Programs (<i>WIC</i> 10300, 10238)	16

F.	Costs for Travel and Per Diem & Restrictions (5 CCR 18031(j), and 18041)	17
G.	Specific Items of Reimbursable Costs (5 CCR 18034)	18
H.	Non-reimbursable Costs (5 CCR 18035)	19
I.	Charging of Expenditures (<i>WIC</i> 10225.5; 5 CCR 18037)	21
J.	Recoupment of Advanced Contract Funds (<i>WIC</i> 10280; and 5 CCR 18038)	21
K.	Determination of Reimbursable Amount (<i>WIC</i> 10280, 5 CCR 18054, Section 18, Chapter 193, Statutes of 2023 (SB 140))	22
L.	Child Care Provider Reimbursement (Section 24, Chapter 41, Statutes of 2024, (AB 116))	23
M.	Minimum Days of Operation (5 CCR 18055)	24
N.	Reduction, Withholding, and Canceling Apportionments to Contractors (<i>WIC</i> 10267.5 and 10285; 5 CCR 18056)	24
O.	Order of Expenditure (5 CCR 18057)	25
IV.	ACCOUNTING AND REPORTING REQUIREMENTS	25
A.	General Provisions (5 CCR 18063)	25
B.	Child Development Fund and Interest-Bearing Accounts (<i>WIC</i> 10267.5(c)(2) and 102855; CCR 18064)	26
C.	Enrollment and Attendance Accounting (<i>WIC</i> 10227.5 5 CCR 18065, Section 18, Chapter 193, Statutes of 2023 (SB 140))	26
D.	Attendance and Absences (5 CCR 18066)	27
E.	Abandonment of Care (5 CCR 18066.5)	28
F.	General Record Keeping Requirements (<i>WIC</i> 10232, 10232.5, 10233, 10269, <i>EC</i> , 33421 and 5 CCR 18067)	28
G.	Attendance and Expenditure Reports	29
H.	Voucher-based and CFCC Expenditure Reports	31
I.	Caseload Reports (Applies to C2AP, C3AP, CAPP and CMAP)	32
J.	Subsidized Provider Report (<i>WIC</i> 10422(c)(1))	32
K.	CRRP Expenditure Reports (5 CCR 18068)	32
L.	Service Data Report for Resource and Referral Programs (5 CCR 18069)	33
M.	CLPC Reporting	34
N.	Child Development Data Collection (5 CCR 18070)	34

O.	Dual Language Learners (DLL) Reports (<i>WIC 10209.6</i>)	35
P.	Other Report Data (5 CCR 18070)	35
Q.	Budget and Calendar	35
R.	Reserve Accounts (<i>WIC 10441</i>)	36
V.	AUDIT REQUIREMENTS	37
A.	Annual Financial and Compliance Audits (<i>WIC 10229.5, 10440, 5 CCR 18071</i> and)	37
B.	Review of Audit by the CDSS Office of Audit Services (OAS) (5 CCR 18072)	38
C.	Delinquent Audits and One-Time-Only Extensions (5 CCR 18073)	39
D.	California State Auditor (<i>GC 8546.7</i>)	39
VI.	SUBCONTRACTS	39
A.	Subcontracts Excluded from Requirements of this Section (5 CCR 18026, 18027)	39
B.	Required Subcontract Provisions (5 CCR 18031)	40
C.	Private Agencies-Bids for Subcontracts (2 CFR 200.319, 5 CCR 18027)	42
D.	Public Agencies Subcontracts	42
E.	Prior CDSS Approval for Subcontracts (5 CCR 18028-18030)	42
F.	Audit Requirements for Subcontracts (5 CCR 18032)	43
VII.	FACILITIES AND EQUIPMENT	44
A.	Facilities and Equipment Expenditures	44
B.	Buildings and Improvements (5 CCR 18034(h))	45
C.	Renovation and Repair (5 CCR 18034(f))	45
D.	Depreciation and Use Allowance (5 CCR 18034(h)&(i))	45
E.	Preapproval Requirements (2 CFR 200.333, 200.439(b)(1), 5 CCR 18029 and 18040)	46
F.	Obtaining Bids for Equipment Purchases, Leases, Replacements, and Improvements for Private Agencies (2 CFR 200 and 5CCR 18040)	47
G.	Obtaining Bids for Equipment Purchases for Public Agencies	48
H.	Asset Management	48
I.	Title, Use, Disposition and Retention (5 CCR 18025)	49
VIII.	FUNDING ELIGIBILITY, CONTINUED FUNDING, CONTRACT STATUS, TERMINATIONS, AND APPEALS	50

A.	Eligibility for Funding (<i>WIC</i> 10244, 5 CCR 18001(a))	50
B.	Review of Contracts for Continued Funding (5 CCR 18010)	51
C.	Contract Classifications	52
D.	Administrative Review of Changes in Contract Status (5 CCR 18303)	53
E.	Conditional Contract Status Procedure	54
F.	Contract Termination Procedure	56
G.	Independent Appeals (<i>WIC</i> 10392, 10393)	59
H.	Procedures For Independent Appeals (5 CCR 18301 and GC 11500)	59
IX.	BUILDING A BETTER EARLY CARE AND EDUCATION SYSTEM (BBECES) (<i>WIC</i> 10420-10429.5; <i>CIVIL CODE</i> 1798.17; 42 US 9858C(2)(D) AND (U); 45 CFR 98.16(AA), 98.33 AND 98.42)	61
A.	Submission and Disclosure of Child Care Provider Information	61
B.	Notices and Communications	63
C.	Reimbursement	63
D.	Memorandum of Understanding	63
E.	Interference	63
F.	Training Partnership	63
X.	DEFINITIONS	64

I. INTRODUCTION

These are the Funding Terms and Conditions (FT&C) for child care and development contracts effective July 1, 2025. Each contractor is required as a condition of its contract (**Contract**) with the California Department of Social Services (CDSS), to adhere to the following laws and documents:

- A. Title 45 Code of Federal Regulations (45 CFR, Part 98, and Part 99)
 - 1. Any applicable Welfare and Institutions Code (*WIC*) statutes;
 - 2. Title 5 California Code of Regulations (5 CCR) Division 1, Chapter 19 and 19.5, Sections 18000 et seq.
 - 3. Title 22 California Code of Regulations (22 CCR), Division 12, community care facilities license regulations, including child care centers;
- B. The FT&C;
- C. The specific Program Requirements;
- D. The CDSS Audit Guide;
- E. The California School Accounting Manual;
- F. The procedures and standards set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (2 CFR Part 200 and 45 CFR Part 75), hereinafter referred to as Uniform Guidance (UG);
- G. Pilot Plan addendum for agencies participating in approved Individualized Child Care Subsidy plan, pursuant to Chapter 187, Part 1.8, Division 9 of *WIC* commencing with Section 10350.
- H. In addition to all other applicable laws and regulations, including any applicable law and regulations that may become effective during the term of this contract.

Any non-compliance with these provisions may subject the contractor to termination of the contract. Any variance from the Contract must be authorized in writing by the CDSS and signed by the Deputy Director of the Child Care and Development Division (CCDD) or the Deputy Director's authorized representative. Unless otherwise noted, these compliance requirements apply to all programs.

Contractors may adopt any reasonable policies relating to the administration of the program so long as such policies are not in conflict with law, regulations, or the terms of the Contract, including any amendments. Those potentially affected by the policies shall be duly notified, as provided for in statute and regulation, and be afforded all required due process.

California Welfare and Institutions Code (*WIC*) Section 10388(f) requires all child care and development contracts entered into by the CDSS for means-tested child care and development programs, including, but not limited to, Alternative Payment, General Child Care, and Child Care for Recipients of the California Work Opportunities and Responsibility to Kids (CalWORKs) Programs (described in *WIC* 10225, *WIC* 10240, and *WIC* 10370) to implement best practices in consultation with CDSS.

Child Care and Development Division (CCDD) contracts are funded with state general funds, federal funds, or a combination of funds. The funding amounts are listed on the contract encumbrance page.

Contracts may be fully or partially funded through a grant from the federal Department of Health and Human Services and subject to 45 CFR, Parts 98 and 99, the Child Care and Development Block Grant (*CCDBG*) Act of 1990, as amended by the *CCDBG* Act of 2014, Public Law 111-186, the Personal Responsibility and Work Opportunity Reconciliation Act (*PRWORA*) of 1996, 42 USC 9858.

If the Catalogue of Federal Domestic Assistance (CFDA) number is 93596, shown as Federal Catalog (FC) # in the funding block, the fund title is Child Care Mandatory and Matching Funds of the Child Care and Development Fund. If the CFDA number is 93575, the fund title is Child Care and Development Block Grant subject to the Child Care and Development Block Grant Act of 1990, as amended by the *CCDBG* Act of 2014, Public Law 111-186, the Omnibus Budget Reconciliation Act of 1990, Section 5082, Public Law 101-508, as amended, Section 658J and 658S, and Public Law 102-586.

II. GENERAL PROVISIONS

A. Notification of Address Change (5 CCR 18014)

1. Contractors shall notify the CDSS in writing of any change in the mailing address for communication regarding the contract (administrative address) within ten (10) calendar days of the address change. For non-public agencies, the notification must be accompanied by:
 - a. Board minutes verifying the change in address; and
 - b. A copy of the notification to the Internal Revenue Service of the address change.
2. Contractors shall notify the CDSS in writing of any proposed change in operating facility address(es) at least thirty (30) calendar days in advance of the change unless such change is required by an emergency such as fire, flood, or earthquake.

B. Notification of Email Contact Changes

1. Contractors shall assure that at all times the email address on file at the CDSS is accurate for contacting the following individuals:
 - a. Executive Officer
 - b. Program Director
2. Contractors shall utilize procedures provided by the CDSS to electronically add new addresses or delete old addresses, as needed.

C. Materials Developed with Contract Funds (5 CCR 18016)

1. If the contractor receives income from materials developed with contract funds, the use of the income shall be restricted to the child care and development program.
2. If the materials were developed in part with contract funds, the income from the sale of the materials that shall be used in the child development and development program shall be computed in direct proportion to the share of contract funds used in development of the materials.
3. Materials developed with contract funds shall contain:
 - a. An acknowledgement of the use of state funds in the development of materials;
 - b. A disclaimer that the contents do not necessarily reflect the position or policy of the CDSS.

D. Issuance and Use of Checks (5 CCR 18018)

Except for external payroll services, private contractors:

1. Shall not use any pre-signed, pre-authorized, or pre-stamped checks without the prior written approval of the CDSS; and
2. Shall require two (2) authorized signatures on all checks unless:
 - a. The contractor has a policy approved by its governing board requiring dual signatures only on checks above a specified dollar amount.
 - b. The annual audit verifies that appropriate internal controls are maintained.

E. Prohibition against Loans and Advances (5 CCR 18019)

1. Contractors shall not loan contract funds to individuals, corporations, organizations, public or private agencies.

2. Contractors shall not advance unearned salary to employees.
3. Contractors shall not make advance payments to subcontractors and shall compensate subcontractors after services are rendered or goods are received except for:
 - a. Subcontractors providing child care and development services; and
 - b. Subcontractors with subcontracts exempt from the provisions of Section VI, paragraph A, *Contracts Excluded from Requirements of This Section*.

F. Contracts with Multiple Service Areas (5 CCR 18022)

1. CCTR, CHAN, and CMIG contractors with more than one service delivery area as specified in and funded through a single contract shall maintain service at the same level, plus or minus ten percent (10%) of the contracted child hours or child days of enrollment as applicable, in the individual service area(s) specified in its current contract.
2. The contractor may request approval from the CDSS to vary service levels by more than ten percent (10%) if the contractor can demonstrate that the need for services in the designated area(s) has changed.
3. The CDSS shall approve or deny the variable service level request within thirty (30) calendar days of receipt of the request.
4. If the variable service level request is denied, the contractor may appeal this decision in accordance with paragraph P, *Resolution of Contract Administration Disputes*, below.
5. Non-CalWORKs Alternative Payment program and CFCC contractors with more than one service delivery area, as specified in and funded through a single contract, shall maintain service at the same level in the individual service area(s) as most recently approved by CDSS.

G. Compliance Reviews (5 CCR 18023(b)(d))

1. At least once every three (3) years, and as resources permit, the CDSS shall conduct reviews at the contractor's office(s) and operating facility(ies) to determine the contractor's compliance with applicable laws, regulations and/or contractual provisions.
2. The compliance reviews shall be conducted according to the provisions of CMR Manual.
3. The compliance reviews shall be conducted by consultants, analysts, and/or management staff of the CDSS or other State of California representatives.

H. Error Rate (*WIC 10388*)

Annually, during the Contract Monitoring Review (CMR), the CDSS shall conduct a review of select voucher-based contract agency to determine an error rate in each of the following areas:

1. Eligibility;
2. Need;
3. Family Fee Assessment; and
4. Provider payments.

B. Applicability of Corporations Code

Except for partnerships and sole proprietorships, private contractors shall be subject to all applicable sections of the Corporations Code including standards of conduct and management of the organization.

C. Conflicts of Interest (*WIC 10266.5*)

1. All transactions shall be fair and reasonable and conducted at arm's length where the contractor is a party to a transaction and the other party is one of the following:
 - a. An officer or employee of the contractor or of an organization having financial interest in the contractor; or
 - b. A partner or controlling stockholder or an organization having a financial interest in the contractor; or
 - c. A family member of a person having a financial interest in the contractor.
2. No person employed by the California Department of Education (CDE) or CDSS in a policymaking position in the area of child care and development programs shall serve as a member of the board of directors, advisory council, or advisory committee for any agency receiving funds pursuant *WIC*, Part 1.8 Child Care and Development Services Act. The provisions of this subdivision shall not apply to any person appointed prior to January 1, 1985.
3. No retired, dismissed, separated, or formerly employed person of the CDE or CDSS employed under the State Civil Service or otherwise appointed to serve in the CDE or CDSS may enter into a contract pursuant to *WIC 10268.5* in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by the CDE or CDSS. The prohibition

contained in this subdivision shall apply to the person only during the two-year period beginning on the date the person left state employment.

4. For a period of twelve (12) months following the date of his or her retirement, dismissal, or separation from state service, no person employed under State Civil Service or otherwise appointed to serve in the CDE or CDSS may enter into a contract pursuant to *WIC* 10268.5 if he or she was employed by the department in a policymaking position in the area of child care and development programs within the twelve (12) month period prior to his or her retirement, dismissal, or separation.
5. For a period of twelve (12) months following the date of his or her retirement, dismissal, or separation from state service, no person employed under State Civil Service or otherwise appointed to serve in the CDE or CDSS may be employed by a contractor pursuant to *WIC* 10268.5 if he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by the CDE or CDSS.
6. The provisions above shall not apply to any persons who were already in the situations described by these subdivisions prior to January 1, 1985.
7. Based on corporate law (Corporations Code Sections 310, 5233-5234, 7233 and 9243 as applicable), the general rules to be followed to ensure that transactions are conducted **at arm's length** include:
 - a. Prior to consummating the transaction, the governing body should authorize or approve the transaction in good faith and the board should require the interested party, or parties, to make full disclosure to the board both in writing and during the board meeting where the transaction is being discussed; and
 - b. All parties having a financial interest in the transaction should refrain from voting on the transaction and it should be so noted in the board minutes.
8. If the transaction involves the renting of property, either land or buildings, owned by affiliated organizations, officers or other key personnel of the contractor or their families, the board of directors shall request the interested party to obtain a **fair market rental estimate** from an independent appraiser, licensed by the California Office of Real Estate Appraisers that supports all reimbursable costs under the transaction.
 - a. A new **fair market rental estimate** for each change, adjustment, or escalation to any reimbursable costs under a transaction is required.
 - b. If the contractor has no board or is a sole proprietor, the requirement for a **fair market rental estimate** shall also apply.

9. The contractor has the burden of supporting the reasonableness of rental costs. If the property is owned by the contractor, rental costs are not reimbursable and costs may be claimed only as depreciation or use allowance.
10. Any transaction described in this section shall be disclosed by the auditor in the notes to the financial statement in the annual audit. (Uniform Guidance, Subpart F)
11. Rental costs for equipment owned by affiliated organizations, officers, or other key personnel of the contractor or their families are allowable only as depreciation or use allowance.

D. Unlawful Denial of Services (GC 11135 and 5 CCR 4900)

As used in this section, **disability** means any mental or physical disability as defined in GC 12926.

1. No person in the State of California shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state, or receives any financial assistance from the state.
2. With respect to discrimination on the basis of disability, programs and activities subject to 5 CCR 4900(a) shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 USC Section 12132), and the federal rules and regulations adopted in implementation thereof, except that if the laws of this state prescribe stronger protections and prohibitions, the programs and activities subject to subdivision (a) shall be subject to the stronger protections and prohibitions.

E. Computer Software Copyright Compliance

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

F. Recycled Paper Certification (PCC 12205, 12209, 12320)

The contractor agrees to certify in writing to the CDSS, under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in Public Contract Code (PCC), Sections 12161 and 12200, in materials, goods or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the

required recycled product percentage as defined in the *PCC*, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content.

G. Healthy Schools Act

1. All child care and development center-based contractors are subject to the requirements of the Healthy Schools Act (HSA) as specified in California Education Code (EC) Sections 17608 to 17614.
2. For more information about the requirements of the HSA, contact the Department of Pesticide Regulation (DPR), Integrated Pest Management (IPM) via email at ccipmlist@cdpr.ca.gov, or visit the [DPR School and Child Care IPM website](#).
3. To comply with the provisions of the HSA, child care and development center-based contractors shall, among other requirements:

- a. Identify a school designee.

Choose a center employee who will make sure the requirements of the Healthy Schools Act (HSA) are met when pesticides are used at your center.

- b. Develop an IPM plan

Create an IPM plan using the DPR IPM Plan template available on the DPR School and Child Care IPM website; or get a self-drafted center IPM plan approved by DPR.

- c. Provide annual written notification.

Send parents, guardians, and staff a written notification of pesticides you expect to apply at your center during the year.

- d. Establish individual notification registry.

Establish a registry for all interested parents, guardians, and staff to sign up and receive notifications of individual pesticide applications.

- e. Post warning signs

Post signs where you will apply pesticides.

- f. Keep Records

Keep records of pesticide applications made by center staff and pest management contractors for at least four years.

- g. Send pesticide use reports to DPR

Send pesticide use reports for pesticide applications made by center employees to DPR at least once per year.

h. Never use prohibited pesticides

Always check the list of Pesticide Products Prohibited from Use in California Schools and Child Care Facilities prior to using a new pesticide product.

i. Complete Annual IPM Training

Take a DPR-approved training course before applying pesticides and renew annually.

H. Technical Assistance (*WIC 10397(c)*)

Technical assistance shall be provided to any contracting agency making a written request to its assigned consultant or administrator within sixty (60) days of receipt of the request.

I. Resolution of Contract Administration Disputes (*WIC 10391 and 5 CCR 18301*)

1. The procedure specified in this section shall be used to resolve disputes between contractors and the CDSS that may arise regarding the interpretation and application of any term or condition of a contract, including, but not limited to, requests for waivers, approval of subcontracts or expenditures requiring approval, requests for reimbursement rate adjustments, or reductions in the total amount of contract reimbursement that are not appealable.
2. The contractor shall attempt to resolve contract disputes at the lowest staff level within the CDSS.
3. If the dispute is not resolved at the lowest staff level, the contractor may appeal the decision by submitting a written description of the issues and the basis for the dispute to the Bureau Chief of the CDSS having jurisdiction over the contractor's service delivery area. The Bureau Chief shall make a determination and shall send a written notification of the decision to the contractor, together with the reasons for the decision, within thirty (30) calendar days of the receipt of the appeal. The contractor may appeal the decision of the Bureau Chief to the Branch Chief of the CCDD by submitting a written description of the issues in dispute, and a copy of the Bureau Chief's decision. The Branch Chief of the CCDD shall send notification of the decision to the contractor and shall specify the reason(s) for the decision within thirty (30) calendar days of the receipt of the appeal by the Branch Chief. The decision of the Branch Chief of the CCDD shall be the final administrative action afforded the contractor.

J. Fraud Policies

The 45 CFR 98.68(b)(2) authorizes CDSS to investigate and recover fraudulent payments and impose sanctions on recipients or providers in response to fraud. Contractors shall collaborate with CCDD regarding demonstrated fraudulent activities by recipients of child care and development services or providers receiving child care and development subsidies.

II. COSTS, EARNINGS AND REIMBURSEMENT

A. Contract Amount Adjustments (Applies to C2AP, C3AP) (5 CCR 18033, 18034)

Child Development and Fiscal Services (CDFS) shall conduct monthly analyses of caseloads and expenditures and adjust agency contract maximum reimbursable amounts and allocations as necessary to ensure that funds are distributed in proportion to need. Prior to such action, however, CDFS will notify the contractor of the proposed action and the contractor will be given an opportunity to provide written documentation that demonstrates the CDFS projections are inaccurate. Because of the need to transfer funds to an under-funded agency as quickly as possible, the contractor shall have three (3) working days from the date of notification to respond.

B. Reasonable and Necessary Costs (5 CCR 18013(s), 18033, WIC 10213.5, 2 CFR 200.404)

Contractors may be reimbursed for actual costs that are reasonable and necessary to the performance of the contract. Reasonable and necessary costs are those costs that do not exceed what an ordinarily prudent person would incur in the conduct of a competitive business under the circumstances prevailing at the time of the decision to incur the cost, and whether the cost is of a type recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of the award. Consideration must be given to market prices for comparable goods or services for the geographic area.

C. Indirect Costs (5 CCR 18013(m), 18013(n), 18034(k), 2 CFR 200.414)

1. If indirect costs are claimed, an indirect cost allocation plan must be on file with the contractor and available for review by the CDSS staff and auditors.
2. The maximum indirect cost rate shall be ten percent (10%) of the modified total direct costs, unless contractor claims indirect costs pursuant to (3) and (4) below,
3. For any non-federal entity that has a negotiated indirect cost rate with CDE, which includes all school districts and county offices of education, the maximum indirect cost rate shall be the lesser of the CDE negotiated indirect cost rate or ten percent (10%).

4. Pursuant to 2 CFR 200.414(f), a non-federal agency that does not have a current negotiated rate, except for those non-Federal entities described in appendix VII to this part, paragraph D.1.b, may elect to charge a de minimis rate of fifteen percent (15%) of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 15% de minimis indirect cost rate.
5. This rate is applied to budget categories 1000-5000 only in determining the maximum amount of indirect costs that are reimbursable under the contract.
6. The amount of cost allocable to this contract shall not exceed the benefits to this contract. The allocation method must quantify this benefit among all similar programs and then distribute the costs accordingly.
7. The indirect cost rate shall not include consideration of any costs otherwise non-reimbursable. If depreciation or use allowance is included in the indirect cost rate, such allowance shall not be claimed on the asset as a direct cost.
8. When determining reimbursable amounts, in accordance with paragraph K, Determination of Reimbursable Amount, below; indirect costs and administrative costs combined shall not exceed 15%.

D. Administrative Costs (WIC 10302, 5 CCR 18013(c))

1. Contractors may claim administrative costs, as defined in *Section X, Definitions* below, which are related to the administration of the child care and development program.
2. Reimbursement of administrative costs shall not exceed fifteen percent (15%) of the net reimbursable program costs or actual administrative costs, whichever is less.
3. The fifteen percent (15%) includes any allowance for indirect costs, as described in paragraph C, *Indirect Costs*, above, and audits. Contractors shall maintain written documentation of the rationale used in determining direct and administrative costs.

E. Service Level Exemption (Start-Up Costs) for New or Expanded Center-based Programs (WIC 10300, 10238)

1. Allowable start-up costs will be in an amount not to exceed fifteen percent (15%) of the expansion or increase of each agency's total contract amount.
2. Start-up costs must be necessary for the establishment and stability of new child care and development programs and include:
 - a. Employment and orientation of necessary staff;

- b. Setting up of the program and facility;
 - c. Finalization of rental agreements and necessary deposits;
 - d. Purchase of a reasonable inventory of materials and supplies; and
 - e. Purchase of an initial premium for insurance.
3. Contractors shall maintain an auditable record of start-up costs which shall be included within the audit at the end of the year.
4. Reimbursable start-up costs shall occur prior to attainment of full enrollment.
5. If all or part of the fifteen percent (15%) allowable start-up costs is needed and spent, that portion will not have to be earned through provision of services.
6. If the contractor neither needs nor chooses to claim any of the fifteen percent (15%) start-up costs, the full-service requirements shall be earned at the contract rate.
7. Migrant child care and development agencies operating on a seasonal basis shall be reimbursed up to fifteen percent (15%) of the contract amount annually for approved start-up and close-down costs associated with starting up and closing down agency operations to correspond with periods of service needed by migrant families as specified in *WIC*, Division 9, Part 1.8, Chapter 6 (10235-10238).

F. Costs for Travel and Per Diem & Restrictions (5 CCR 18031(j), and 18041)

1. Contractors and subcontractors shall be reimbursed for travel and per diem expenses at rates not exceeding those amounts paid to the CDSS's represented employees computed in accordance with the California Department of Human Resources (CalHR) Manual:
 - a. [CalHR Manual Section 2202 – Mileage Reimbursement](#)
 - b. [CalHR Manual Section 2203 – Allowances and Travel Reimbursements](#).
2. Contractors with collective bargaining agreements allowing higher rates of reimbursement shall not pay the difference out of contract funds.
3. The CDSS shall notify the contractor of a change in expense rates within thirty (30) calendar days after the CDSS has received notification of a change in rates from the California Department of Human Resources.

4. Contractors shall be reimbursed for out-of-state travel expenses only with prior written approval from the CDSS. The CDSS shall not approve out-of-state travel expenses:
 - a. For more than one employee, per contract per year.
 - b. For contractors with delinquent accounts payable which are delinquent more than ninety (90) calendar days after the date of the original invoice.
 - c. For contractors on conditional status.
 - d. When there is no clear benefit to the state.
 - e. When the benefit to the state can be obtained within California.
5. The CDSS shall approve or deny the request for out-of-state travel within thirty (30) calendar days of the receipt of the request. If the request is denied, the contractor may appeal the decision in accordance with instructions specified in Section I, paragraph P, *Resolution of Contract Administration Disputes*.

G. Specific Items of Reimbursable Costs (5 CCR 18034)

Reimbursable costs include, but are not limited to, the following:

1. Start-up costs of child development agencies or facilities in an amount not to exceed fifteen percent (15%) of the expansion or increase of each agency's total contract amount.
2. Close down costs for Migrant Programs as specified in W/C 10238.
3. Administrative costs, which includes indirect costs if applicable, shall not exceed fifteen percent (15%) of net reimbursable program costs.
4. Employee compensation, including fringe benefits, and personal service contracts.
5. Equipment and equipment replacement with prior CDSS approval if required in Section VII, Facilities and Equipment.
6. Supplies purchased in accordance with procurement practices found in 2 CFR Sections 200.317 to 200.326, including bidding requirements for micro-purchases that exceed \$10,000.
7. Improvement of sites and adjacent grounds to meet or continue to meet 22 CCR Community Care Licensing Standards in accordance with Section VII, paragraph C, *Renovation and Repair*.
8. Taxes, insurance, and maintenance for buildings and/or equipment.

9. Depreciation based on the useful life of an asset in accordance with Section VII, paragraph D, *Depreciation Use Allowance*.
10. A use allowance for buildings and improvements in accordance with Section VII, paragraph D, *Depreciation Use Allowance*.
11. Travel and per diem expenses, including approved out-of-state travel, in accordance with Section III, paragraph F, *Costs for Travel and Per Diem & Restrictions*.
12. An indirect cost rate based on
 - a. an indirect cost allocation plan, as defined in Section X, *Definitions* below,
 - b. federal de minimis, per 2 CFR 200.414(f) or
 - c. indirect cost rate negotiated with CDE as specified in Section III, paragraph C, *Indirect Costs*
13. (Applies to CCTR, CHAN, and CMIG,) Lease payments or depreciation and interest on loans incurred to acquire, rehabilitate, or construct licensable facilities not to exceed fair market rents in the community in which the facility is located in accordance with guidelines issued by the CDSS.
14. (Applies to CCTR, CHAN, and CMIG) Interest on private sector debt financing for purchase, lease-purchase, repair or renovation of child care and development facilities owned or leased for providing center-based care upon demonstration that the amount of interest paid in a year does not exceed the value obtained by the state in the use of the facilities for the child care and development program during the year in accordance with guidelines issued by the CDSS.
15. Payments to providers made in accordance with applicable state laws and regulations.
16. (Applies to C2AP, C3AP, CAPP, CMAP, CFCC) Support services as specified in Section X, *Definitions*.

H. Non-reimbursable Costs (5 CCR 18035)

The following costs shall not be reimbursable under the child care and development contract:

1. Bad debts, including losses arising from uncollectible accounts and any related legal costs. (Uncollected parent fees are not considered to be bad debts if documentation of collection attempts exists);
2. Contributions;

3. Costs of amusement or entertainment;
4. Costs of fines or penalties;
5. Costs of idle facilities unless those costs are related to a partial year program and the costs of the idle facilities have been approved by the CDSS;
6. Costs incurred after the contract has been terminated;
7. Fund raising costs except as specified in 5 CCR 18277.
8. Interest expenses except:
 - a. Interest on borrowed funds when apportionments are withheld because of a delay or error attributable to the state and the amount of interest claimed is approved by the CDSS.
 - b. When interest is part of a lease purchase agreement as described in items (13) and (14) of paragraph F above.
9. Investment management costs;
10. Costs of organization of a nonprofit corporation such as incorporation fees or consultant fees;
11. Public relations consultant fees;
12. Costs of legal, consulting and accounting services incurred in prosecution of claims against the state;
13. State and federal income taxes;
14. Costs for the acquisition of sites and buildings except through depreciation;
15. Bonuses, unless part of a collective bargaining agreement;
16. Compensation to the members of the board of directors except for:
 - a. Reimbursement for travel and/or per diem, computed in accordance with paragraph F, *Costs for Travel and Per Diem*, incurred while the members are conducting business for the organization.
 - b. As provided in the California Corporation Code Section 5227, et seq.
17. Costs of subcontracts, which increase the contractor's cost or subcontracts, which contain a provision for reimbursement for cost-plus-a-percentage-of-costs;

18. Except for California Alternative Payment Program (CAPP) contractors, as authorized pursuant to *WIC* 10225.5, costs incurred in prior or future years, with the exception of the cost of an annual independent audit, which may be claimed either in the contract period, which was the subject of the audit, or during the contract period in which the audit is completed;
19. Costs that are not adequately documented in accordance with 2 *CFR* 200.400 and 200.430.
20. Gifts of public funds to any person or entity, public or private as set forth in the California Constitution, Article XVI. § 6.

I. Charging of Expenditures (*WIC* 10225.5; 5 *CCR* 18037)

1. Net reimbursable program costs must be incurred during the contract period. Contractors shall not use current year contract funds to pay prior or future year obligations. However, the cost of the annual independent audit may be claimed either in the contract period which was the subject of the audit or during the contract period in which the audit is completed.
2. California Alternative Payment Program (CAPP) contractors shall have no less than 12 months, and no more than 24 months, to expend funds allocated to that program in any fiscal year.

J. Recoupment of Advanced Contract Funds (*WIC* 10280; and 5 *CCR* 18038)

The CDSS shall recoup any payments made for costs which were not reasonable and necessary. The amount recouped shall be the excess payment over the reasonable or fair market value, or one hundred percent (100%) of the cost if the cost was not necessary. The CDSS may elect to recover any costs associated with recouping advanced contract funds, including collection services or attorney fees.

1. Use of Subsidized Family Fees (5 *CCR* 18039) Family fees received from subsidized parents are to be expended and earned by the contractor before contract funds shall be claimed for reimbursement.
2. For CCTR, CHAN and CMIG, Family fees shall be expended on reimbursable costs and earned by providing child days of enrollment. In order to be reimbursed the full contract amount, in addition to the fees received from subsidized parents, the contractor must have additional reimbursable expenditures and provide child days of enrollment beyond the minimum required by the contract.

K. Determination of Reimbursable Amount (*WIC* 10280, 5 *CCR* 18054, Section 18, Chapter 193, Statutes of 2023 (SB 140)

Unless superseded by statute, contractors shall be reimbursed based on the following:

1. CCTR, CHAN, CMIG contractors, that are open and continue to operate in accordance with their approved program calendar, shall be reimbursed for an audited claim that is the least of the following:
 - a. The maximum reimbursable amount as stated in the annual child care and development contract;
 - b. The actual and allowable net costs.
2. C2AP, C3AP, CAPP, CMAP contractors shall be reimbursed for an audited claim that is the least of the following:
 - a. The maximum reimbursable amount as stated in the annual child care and development contract; or
 - b. The amount earned, which are reimbursable expenditures of:
 - i. Direct payments to providers, (which consist of the rate charged by the provider in accordance with applicable statutory and regulatory provision, not to exceed the Regional Market Rate Ceiling), and which includes family fees for certified children and interest earned on advanced contract funds; and
 - ii. Actual administrative and costs for support services, as defined in section X, *Definitions*, which combined cannot exceed seventeen- and one-half percent (17.5%) of the total contract amount. No more than fifteen percent (15%) may be for administrative costs, as described in paragraph D, *Administrative Costs*, above, alone.
3. CFCC contractors shall be reimbursed for an audited claim that is the lesser of the following:
 - a. The maximum reimbursable amount as stated in the annual child development contract; or
 - b. The amount earned which is defined as net reimbursable program costs, of which at least seventy percent (70%) must be payments for direct services, not more than thirty percent (30%) may be for support services and administrative costs together, and no more than fifteen percent (15%) may be for administrative costs, including indirect costs if applicable, alone.
4. CRRP contractors shall be reimbursed for an audited claim that is the lesser of the following:
 - a. The maximum reimbursable amount as stated in the annual child care and development contract; or

- b. The actual and allowable net costs.
- 5. CLPC contractors shall be reimbursed for an audited claim that is the lesser of the following:
 - a. The maximum reimbursable amount as stated in the annual child care and development contract; or
 - b. The actual and allowable net costs which include the Local Match Requirement. Each contractor shall contribute a match in the form of monetary and/or in-kind services, equal to 25% of the annual 1998/99 LPC grant award amount. The local contribution for this contract is shown on the contract face sheet. This amount must be reported on the quarterly expenditure report under revenue and expenses in the Child Development Program Enrollment Attendance and Fiscal Reporting (CDPR) system. The CDPR can be accessed on DSS's website at [CDPR](#) for registered users. If you need more information about how to submit your Support Contract Expenses report, contact your assigned fiscal analyst.

L. Child Care Provider Reimbursement (Section 24, Chapter 41, Statutes of 2024, (AB 116))

Unless superseded by statute, providers shall be reimbursed based on the following:

- 1. Contractors utilizing a Family Child Care Home Education Network service delivery model, under a CMIG, CCTR, or CFCC contract, shall reimburse providers who are open and available to provide services based upon a families' certified schedule as follows:
 - a. Providers shall be reimbursed based on the maximum authorized hours of care regardless of attendance.
 - b. For families certified for a variable schedule, providers shall be reimbursed based on the maximum authorized hours, regardless of attendance.
 - c. Reimbursement, for providers participating in a family child care home education network, shall be made within 21 calendar days of the submission of a daily sign-in/sign-out sheet.
- 2. Voucher-based contractors shall reimburse child care providers based on the following criteria:
 - a. The certified schedule, regardless of attendance.
 - b. For families with variable schedules, the maximum hours approved on the certified schedule, regardless of attendance.

- c. For license-exempt providers the maximum hours approved on the certified schedule, regardless of attendance.
- d. Reimbursement to providers shall be made within 21 calendar days of the receipt of a complete invoice for services.

M. Minimum Days of Operation (5 CCR 18055)

If the contractor fails to operate at least ninety-eight percent (98%) of the minimum days of operation as specified in the agencies approved program calendar, ceases operation or the contract is terminated prior to the end of the contract period, the maximum reimbursable amount shall be reduced in proportion to the percentage of the contract minimum days of operation that the contractor was not in operation.

N. Reduction, Withholding, and Canceling Apportionments to Contractors (WIC 10267.5 and 10285; 5 CCR 18056)

The CDSS shall reduce, withhold, or cancel any scheduled apportionment when one (1) or more of the following conditions exist:

- 1. The contractor has not submitted an acceptable audit for any prior year of operation on or before the date due.
- 2. The contractor has not submitted the required reports on or before the date due. Reports include, but are not limited to:
 - a. Fiscal reports submitted via CDPR and/or CalWORKs portal
 - b. Child Development Management Information System (CDSS-CDMIS) Reports
 - c. Resource and Referral Service Data Reports
 - d. Local Child Care and Development Planning Council Reports
- 3. The contractor will not earn the full contract amount based on the current year projected and the prior year actual net reimbursable program costs as determined by the CDFS.
- 4. A creditor of the contractor has placed a lien on the contractor's scheduled apportionments.
- 5. The contractor has accounts payable which are:
 - a. More than ninety (90) days delinquent to the CDSS, and
 - b. Not the subject of an appeal

6. If any apportionment is to be reduced, withheld, or cancelled, the CDSS shall provide the contractor prior written notice of the intended action.

O. Order of Expenditure (5 CCR 18057)

Expenditures from the Child Development Fund shall occur in the following order:

1. Fees collected from parents of certified children shall be first in and first out;
2. State or federal contract funds apportioned by the CDSS shall be second in and second out; and
3. Interest received on advanced contract funds shall be last in and last out.

III. ACCOUNTING AND REPORTING REQUIREMENTS

A. General Provisions (5 CCR 18063)

Contractors shall follow the accounting procedures specified in the most recent edition of the California School Accounting Manual. Contractors shall report revenue and expenditures on an accrual basis. The School Accounting Manual specifies that under an accrual basis of accounting, revenues are recorded when earned and expenditures are recorded when a liability is incurred, regardless of when the receipt or payment of cash takes place.

B. Child Development Fund and Interest-Bearing Accounts (WIC 10267.5(c)(2) and 102855; CCR 18064)

1. All contractors shall establish a fund to be known as the **Child Development Fund** as specified in WIC 10336, except that private contractors shall establish the fund in a federally insured banking institution located in California. Contractors with multiple fund sources shall establish separate program cost accounts for each source of funds.
2. If a contractor places advanced contract funds in an interest-bearing account, the interest-bearing account shall be a separate account within the Child Development Fund.
3. Interest earned shall be retained by the contractor if
 - a. It is expended on reimbursable costs and
 - b. Except for Resource and Referral programs, earned by providing subsidized child days of enrollment, beyond the minimum required to earn the maximum reimbursable amount, at a rate equal to the lesser of the daily contract rate or the actual program costs.

C. Enrollment and Attendance Accounting (WIC 10227.5 5 CCR 18065, Section 18, Chapter 193, Statutes of 2023 (SB 140))

1. A child shall not be enrolled in more than one program for the same time period on the same day.
2. CCTR, CHAN, CMIG and CFCC contractors shall use daily sign-in/sign-out sheets as a primary source document for audit and reimbursement purposes.
 - a. On a daily basis, one of the following persons shall enter the time of arrival and departure on a sign-in/sign-out sheet and shall sign the sheet using their full signature for both arrival and departure times:
 - i. The parent or other adult authorized by the parent to drop off/pick up a child; or
 - ii. The staff person designated by the contractor as the person responsible for entering the times of arrival and departure if the child is not dropped off/picked up by a parent or other adult authorized by the parent.
 - b. First and last initials of the contractor's authorized representative, along with a notation of the time, are required to be documented when a school-age child departs for and returns from school during the day.
3. C2AP, C3AP, CAPP, and CMAP, contractors shall use the monthly attendance record or invoice as the primary source document for audit and reimbursement purposes.
 - a. Child care providers shall submit a monthly attendance record or invoice, for each child who received services, child care providers shall maintain attendance records or invoices in the original format in which they were created.
 - b. The monthly attendance record or invoices shall include, at a minimum:
 - i. The dates and actual times the child entered and left care each day. This information shall be documented on a daily basis.
 - ii. The signature of the parent or guardian, the name of the child receiving services and signature of the child care provider attesting under penalty of perjury that the information included on the monthly attendance record or invoice is true and accurate.
 - iii. A provider may submit a monthly attendance record or invoice without a parent's signature when the parent has not communicated with the provider for seven consecutive days and the provisions of paragraph E, *Abandonment of Care*, below have been adhered to.

D. Attendance and Absences (5 CCR 18066)

(Applies only to CCTR, CHAN, CMIG and CFCC)

1. Attendance includes excused absences because of illness or quarantine of the child, illness or quarantine of their parent, family emergency, court-ordered visitations or a reason which is clearly in the best interest of the child.
2. If the absence is claimed by the contractor as an excused absence, the attendance accounting records shall contain verification including:
 - a. The name of the child;
 - b. The date(s) of absence;
 - c. The specific reason for the absence; and
 - d. The signature of the parent or the contractor's authorized representative if verification is made by telephone.
3. If an excused absence is based on time spent with a parent or other relative as required by a court of law, the family data file shall contain a copy of the Court Order.
4. Contractors shall adopt reasonable policies delineating circumstances that would constitute an excused absence for **family emergency** and **in the best interest of the child**.
5. Except for children who are recipients of protective services or at risk of abuse or neglect, excused absences **in the best interest of the child** shall be limited to ten (10) days during the contract period.
6. Contractors shall not disenroll any family due to excessive absences, except in circumstances of abandonment of care described in Section IV, paragraph E, *Abandonment of Care*.

E. Abandonment of Care (5 CCR 18066.5)

1. When the family has not been in communication with the provider for seven (7) consecutive calendar days and has not notified the provider of the reason the family is not using services, the provider shall promptly notify the contractor.
2. Using the contact information on file, the contractor shall attempt to contact the parent through a variety of communication methods. At least one communication attempt shall be in writing, which may be through electronic methods. The contractor shall keep documentation of all communication

attempts, including a copy of all written communication, in the family data file. The contractor shall inform the parent in these communications that failure to communicate with the contractor or provider may result in termination of child care and development services.

3. The contractor shall issue a notice of action to disenroll the family on the basis of abandonment of care when there has been no communication with the provider or the contractor for a total of 30 consecutive calendar days.

F. General Record Keeping Requirements (*WIC 10232, 10232.5, 10233, 10269, EC, 33421 and 5 CCR 18067*)

1. All records shall be retained by each contractor at least five (5) years or where an audit has been requested by a state agency, until the date the audit is resolved, whichever is longer. Claims for reimbursement shall not be paid unless there are documents to support the claims. The contractor has the burden of supporting claims for reimbursement.
2. Pursuant to *EC 35254*, public contractors must ensure that no original records be destroyed prior to the second July 1st succeeding the completion of the audit.
3. Pursuant to *EC 10232*, contractors may maintain records electronically, in compliance with state and federal standards, as determined by the department. Any conversion from a paper record to an electronic format, as well as the storage of the electronic record, shall comply with the minimum standards described in Section 12168.7 of the Government Code and the standards for trustworthy electronic document or record preservation described in Chapter 15 (commencing with Section 22620.1) of Division 7 of Title 2 of the California Code of Regulations. Contractors are not required to create records electronically.
4. Contractors may use a digital signature that complies with state and federal standards, as determined by the department, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of a digital signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.
5. Voucher-based programs and providers may use digital forms to allow families to apply for services if those forms comply with state and federal standards.
6. If the contractor has more than one (1) CDSS program, then the method used to allocate administrative costs must be documented.

7. Contractors shall document and maintain records of indirect costs allocation plan.
8. Contractors are required to maintain records to support salaries and benefits charged to child care and development programs in accordance with the California School Accounting Manual.
9. State employees or representatives shall be allowed access to all program related or fiscal records during normal work hours. (EC 33421 and 5 CCR 18301(c)(4))

G. Attendance and Expenditure Reports

(Applies to CCTR, CHAN, CMIG) (W/C Sections 10267.5, 10285, and 10397; 5 CCR 18068)

1. Contractors on conditional and provisional status shall report monthly (due to CDFS by the 20th of the following month). All other contractors shall submit four (4) cumulative attendance and fiscal reports to CDFS for the quarters ending September 30, December 31, March 31, and June 30. Reports not received in CDFS by the 20th of the month, following the end of the contractor's reporting period, shall be deemed delinquent and apportionment(s) shall be withheld until the required report is received. If the 20th falls on a weekend or a holiday, then the report is due the next business day.
2. Contractors shall submit complete and accurate reports containing the following information for each contract to the CDFS:
 - a. Days of enrollment, as indicated on the family's Notice of Action, for all children served in the program in the current reporting period and year to date.
 - b. Days of attendance, per the child's sign in and out records and other accompanying attendance records, for all children served in the program in the current reporting period and year to date.
 - c. Total days of operation in the current reporting period and year to date.
 - d. All services, revenues, and expenditures for both subsidized and non-subsidized children, if non-subsidized and subsidized children are commingled as defined in Section X, *Definitions*.
 - e. Amount and sources of all revenues, including restricted and unrestricted income utilized for the child development program, other than advanced contract funds for the current reporting period and the year-to-date.

- f. Restricted income that is not expended during the contract period remains restricted and shall be considered deferred revenue and is not reported on the Attendance and Expenditure Reports until expended, at which time it is reported as restricted income.
- g. Total expenditures related to the program operation for the current reporting period and the year-to-date total, including all expenses for specific purposes, as designated by restricted income and all non-reimbursable expenses.

3. Reports not received by the due date shall be considered delinquent. Reductions for delinquent reporting are specified in Section III, paragraph N, *Reduction, Withholding, and Canceling Apportionments*.
4. Contractors on conditional status or provisional status shall report monthly.
5. Contractors will submit and certify reports online and they will be certified by staff authorized to confirm that the information contained in the report is correct and complete to the best of your knowledge. Contractors have sixty (60) days from the audit submission due date to submit a revised final report. For Local Educational Agencies (LEA)s, the final report shall be the final accounting of any amount payable to or receivable from the contractor pursuant to this contract.

H. Voucher-based and CFCC Expenditure Reports

1. C2AP, C3AP, CMAP, shall report monthly (due to CDFS by the 20th of the following month).
2. All CAPP contractors shall report the current year and the prior year on a monthly basis (due to CDFS by the 20th of the following month). Report data to the prior year data until fully expended, then report data to the current year CAPP contract.
3. CFCC contractors on clear status shall submit four (4) cumulative fiscal reports to CDFS for the quarters ending September 30, December 31, March 31, and June 30. Contractors on conditional or provisional status shall report monthly (due to CDFS by the 20th of the following month).
4. All reports must be submitted strictly through the internet via CDSS' AP/CalWORKs Online Reporting System.
5. Reports not received by the 20th of the month, following the end of the contractor's reporting period, shall be deemed delinquent and apportionment(s) shall be withheld until the required report is received.
6. Contractors shall submit reports containing the following information for each contract:

- a. Amount and sources of all revenues, other than advanced contract funds for the current reporting period and year-to-date, restricted and unrestricted income shall be reported as follows:
 - i. Restricted income expended during the contract period shall be reported as **restricted**. Restricted income that is not expended during the contract period remains restricted and shall be considered **deferred revenue** and is not reported on the Attendance and Expenditure Reports until expended, at which time it is reported as restricted income.
 - ii. All unrestricted income shall be reported as **unrestricted**.
- b. Total expenditures related to the program operation for the current reporting period and the year-to-date total, including all expenses for specific purposes as designated by restricted income and all non-reimbursable expenses.

7. Each report shall include a certification of the person authorized by the contractor that the information contained in the report is correct and complete.
8. Contractors have sixty (60) days from the due date for submission of the audit to submit a revised final report. For LEAs, the final report shall be the final accounting of any amount payable to or receivable from the contractor pursuant to this contract.
9. C2AP, C3AP, CAPP, CMAP, and CFCC contractors will include the days of operation in the current reporting period and year to date.

I. Caseload Reports (Applies to C2AP, C3AP, CAPP and CMAP)

1. In addition to submitting a monthly expenditure report, C2AP, C3AP, CAPP and CMAP contractors shall submit an Alternative Payment/CalWORKs Caseload Report(s) on a monthly basis. Caseload reports shall be submitted strictly through the internet via CDSS' AP/CalWORKs Online Reporting System and are due to CDFS by the 20th of the following month.
2. Caseload reports not received by CDFS by the 20th of the month, following the end of the contractor's reporting period, shall be deemed delinquent and apportionment(s) shall be withheld until the required report(s) is received.
3. If a contractor provides services in more than one (1) county, the contractor is required to submit a separate CalWORKs Caseload Report for each county in which services are being provided.
4. CalWORKs Caseload Reports shall represent actual service and expenditure data for the report month.

5. Each report shall include a certification of the person authorized by the contractor that the information contained in the report is correct and complete.

J. Subsidized Provider Report (WIC 10422(c)(1))

Contractors shall collect and report by the 20th of each month, via the California Department of Social Services-Child Development Management Information System (CDSS-CDMIS), the names of the family child care providers, as defined in Section X *Definitions*, who were paid a subsidy or subsidies in the month prior to the report month. This list shall include information for each provider pursuant to Section IX, paragraph A, *Submission and Disclosure of Child Care Provider Information*.

K. CRRP Expenditure Reports (5 CCR 18068)

1. Contractors on conditional and provisional status shall report monthly (due to CDFS by the 20th of the following month). All other contractors shall submit four (4) cumulative fiscal reports to CDFS for the quarters ending September 30, December 31, March 31, and June 30.
2. Reports not received in CDFS by the 20th of the month, following the end of the contractor's reporting period, shall be deemed delinquent and apportionment(s) shall be withheld until the required report is received.
3. Contractors shall submit reports containing the following information for each contract to the CDFS:
 - a. Total days of operation in the current reporting period and year to date;
 - b. Amount and sources of all revenues, other than advanced contract funds, for the current reporting period and the year-to-date total;
 - c. Total expenditures related to the program operation for the current reporting period and the year-to-date total.
4. Contractors will submit and certify reports online by staff authorized to confirm that the information contained in the report is correct and complete.
5. Contractors have sixty (60) days from the due date for submission of the audit to submit a revised final fiscal report. For LEAs, the final report shall be the final accounting of any amount payable to or receivable from the contractor pursuant to this contract.

L. Service Data Report for Resource and Referral Programs (5 CCR 18069)

CRRP contractors shall submit reports to the CDSS which contain the following data on a quarterly basis. Penalties for delinquent reporting are specified.

1. Number of requests for general child care information and child care referrals;
2. Age categories of child care requests and referrals:
 - a. Infant (birth to eighteen months);
 - b. Toddlers (eighteen months to thirty-six months);
 - c. Preschool (three years to kindergarten enrollment; and
 - d. School age (kindergarten enrollment to age 13).
3. Time categories of child care referrals:
 - a. Full-time;
 - b. Part-time.
4. Number of children needing:
 - a. Before and/or after school;
 - b. Summer only child care;
 - c. Other child care (evening, overnight, weekends, drop-in, etc.).
5. Reasons for requesting referrals:
 - a. Employed;
 - b. Looking for work;
 - c. In school/training;
 - d. Other parental needs;
 - e. Child protective services (CPS)/respite referral;
 - f. Alternative/back-up care;
 - g. Mildly ill child;
 - h. Enrichment and/or development.
6. Number of:
 - a. Licensed child care centers;
 - b. Licensed family day care homes;

- c. License-exempt child care centers
- d. Other license-exempt providers (optional).

M. CLPC Reporting

LPCs shall submit complete and accurate reports in accordance with reporting requirements specified in the CLPC Local Child Care and Development Planning Council Program Requirements.

N. Child Development Data Collection (5 CCR 18070)

The contractor shall submit the following:

1. Monthly Child Care Population Information (*CDD-801A*) submitted electronically in accordance with instructions from the CDSS.
2. If the contractor is selected and notified by mail to submit sample data, they must complete the Child Development Data Collection Sample Report (*CDD-801B*) electronically in accordance with the instructions from the CDSS.
3. Contractors shall submit complete, accurate reports to the CDSS by the date specified, and in the format specified in the CDSS's request for this information. Incomplete, inaccurate, or incorrectly formatted reports, and reports not received by the required date, shall be considered delinquent. Penalties for delinquent reporting are specified in Section II, paragraph N, *Reduction, Withholding, and Canceling Apportionments to Contractors*.

O. Dual Language Learners (DLL) Reports (WIC 10209.6)

In accordance with guidance provided by CDSS, General Child Care and Development Programs (CCTR) and center-based Migrant General Child Care and Development Programs (CMIG) contractors shall identify and report data on Dual Language Learners (DLL) enrolled in center-based classrooms.

P. Other Report Data (5 CCR 18070)

1. Contractors shall submit statistical, cost and program data as requested by the CDSS in order for the CDSS to prepare various legislatively mandated reports, to meet state and federal reporting requirements and for the effective administration of child care and development programs.
2. Contractors submitting data to the CDSS will include a certification that the data are correct and complete, and the signature of the person authorized by the contractor to certify the data. The signature may be electronic as specified by the CDSS.

3. Contractors shall submit complete, accurate data to the CDSS by the date specified, and as specified, in the CDSS's request for this information. Incomplete, inaccurate, or incorrectly formatted reports, and reports not received by the required due date shall be considered delinquent. Penalties for delinquent reporting are specified.

Q. Budget and Calendar

1. State Budget Contingency Clause:
 - a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
 - b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.
2. Contractors shall submit a revised program calendar to the CCDD and CDFS whenever there are changes to the most recent version submitted. Contractors shall submit revised budgets as requested.

R. Reserve Accounts (WIC 10441)

1. All contractors are encouraged to develop and maintain a reserve within the Child Development Fund. This reserve is derived from earned, but unexpended contract funds. Reserve account funds are state funds the contractor holds in reserve as deferred revenue until they are properly spent or returned to the CDSS.
 - a. C2AP, C3AP, CAPP, CMAP, CFCC contractors may retain a reserve balance of up to eight percent (8%) of the maximum allowable administration and support costs for the aggregate sum of all alternative payment contracts or one thousand dollars (\$1,000), whichever is greater.
 - b. CCTR, CHAN, and CMIG contractors may retain a reserve balance equal to fifteen percent (15%) of the sum of the maximum reimbursable amounts of all contracts to which the contractor is a party, or two thousand dollars (\$2,000), whichever is greater.
 - c. CRRP contractors may retain a reserve balance not to exceed three percent (3%) of the contract maximum reimbursable amount. This reserve is derived from unexpended contract funds.

2. The following criteria must be followed when establishing and using any reserve account:
 - a. Each agency wishing to establish a reserve shall submit a letter of intent no later than July 20 following the close of the fiscal year for which the reserve will be established. The letter of intent must be on the form provided by CDFS and signed by the executive director (or authorized designee for public agencies).
 - b. Each reserve must be maintained in an interest-bearing account and the amount of interest earned will be included in the reserve balance.
 - c. Reserve monies can only be used for expenses that are allowable reimbursable expenses. Transfers from one reserve account type (or category) to another are not allowable. However, transfers to a current-year contract in the same reserve category are allowable and shall be reported as restricted program income on that contract's attendance and fiscal report.
 - d. Reserve monies are generated from current year contracts, therefore, the transferable amount generated during the contract period will not be available until July 1 of the subsequent fiscal year.
 - e. Transfers to the reserve will be authorized by CDFS only once per fiscal year. Upon receipt of the June final report, preliminary reserve amounts will be calculated by CDFS and reported to the contractor. If the contractor is an LEA, this may be the official notification provided there are no further amendments. For agencies required to submit an audit to the CDSS, the amount will not be final until the audit is closed by the OAS and there are no outstanding billings.
 - f. Participating agencies must submit a Reserve Account Activity Report with a copy of their supporting General Ledger for each reserve account category type along with their June attendance and fiscal report due July 20. Reports not received in CDFS by July 20 shall be deemed delinquent and apportionment(s) shall be withheld until the required report is received.
 - g. Upon closure of a reserve account or termination of child care and development contracts, all monies in any reserve account shall be returned to the CDSS.

IV. AUDIT REQUIREMENTS

A. Annual Financial and Compliance Audits (*WIC 10229.5, 10440, 5 CCR 18071 and*)

1. Contractors shall submit to the CDSS, Office of Audit Services (OAS), an acceptable annual financial and compliance audit as follows:
 - a. The audits for school districts and county offices of education for the contract period shall be submitted to the State Controller and the CDE by December 15, in accordance with *EC 41020* and extensions shall only be granted in accordance with *EC 41020.2*.
 - b. The audit reports for community colleges are due to CDSS by December 31.
 - c. All other contractors shall submit their annual audit to CDSS by the 15th day of the fifth month following the end of the contractor's fiscal year, or earlier if specified by CDSS. The audit report must meet the requirements of the Audit Guide, including the requirements for child care and development specific supplementary information. If a contractor receives less than twenty-five thousand dollars (\$25,000) per year from any state agency, the audit shall be conducted and submitted biennially, unless the CDSS deems there is evidence of fraud or other violation of state law in connection with the contract. If the contract is terminated during the contract period, then the audit required under this paragraph shall cover the period from the beginning of the contract through the date of termination.
2. All audits shall be performed by one of the following:
 - a. A Certified Public Accountant who possesses a valid license to practice within the State of California;
 - b. A Public Accountant licensed on or before December 31, 1970, and currently certified and licensed by the State of California;
 - c. A member of the CDSS's staff of auditors.
 - d. Public contractors may have their audits prepared by in-house auditors or internal audit staff that performs auditing functions and meets the tests of independence found in the Government Auditing Standards, issued by the Comptroller General of the United States.
3. Any contractor who subcontracts their child care and development services to another entity (see **Subcontract for child care and development services** in Definitions) is required to submit an audit report that complies with the Audit Guide for their subcontractor(s) as well as for their agency.

4. Private agencies (including proprietary entities) that expend seven hundred fifty thousand dollars (\$750,000) or more in total federal funds are required to have an Organization Wide Audit (OWA) performed in accordance with the Uniform Guidance and the Audit Guide.
5. Governmental and other public agencies (excluding school districts, county offices of education and community college districts) must comply with the requirements of the Uniform Guidance and the Audit Guide. All other agencies (excluding school districts, county offices of education and community colleges) must submit a contractor audit performed in accordance with the Audit Guide.
6. The audits for voucher-based contractors shall include, but not be limited to, a sampling of the evidence of fees charged to, and paid by, families of non-subsidized children, the daily enrollment of subsidized children, the number of days of service provided to subsidized children, the assessment and collection of parent fees, and the availability of support services to subsidized children and their families as needed pursuant to the terms of the contract.

B. Review of Audit by the CDSS Office of Audit Services (OAS) (5 CCR 18072)

1. The OAS shall conduct a review of the audit to determine whether the audit is acceptable and to determine the contractor's net reimbursable program costs.
2. The contractor may appeal the OAS findings according to the procedures specified, if the amount of the demand for remittance meets or exceeds the threshold specified in WIC 10392(a)(3).

C. Delinquent Audits and One-Time-Only Extensions (5 CCR 18073)

1. If an audit is not received on or before the required due date and an extension has not been granted, the audit shall be considered delinquent, and all apportionments shall be withheld.
2. Except for contractors on conditional status, the OAS may annually grant a contractor a one-time-only, thirty (30) calendar day extension of the audit due date provided the inability of the contractor to submit the audit by the due date was beyond the fault and control of the contractor.
3. Contractors shall be liable for all CDSS costs incurred in obtaining an independent audit if the contractor fails to produce or submit an acceptable audit.

D. California State Auditor (GC 8546.7)

Contractors shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under this contract.

V. SUBCONTRACTS

A written subcontract, as defined in Section X. *Definitions* below, is required for all service agreements except as outlined below.

A. Subcontracts Excluded from Requirements of this Section (5 CCR 18026, 18027)

1. The following types of relationships are not subject to the requirements contained in this section:
 - a. Employment agreements;
 - b. Facility rental or lease agreements except as set forth below;
 - c. Payment arrangements with family child care homes and/or providers;
 - d. Medical or dental service agreements;
 - e. Bookkeeping/auditing agreements, except that agencies must still follow requirements in paragraph C, *Private Agencies-Bids for Subcontracts*, below.
 - f. Food services agreements;
 - g. Janitorial and grounds keeping agreements;
 - h. A subcontract with a public agency, except for a subcontract with a public agency to provide child care and development services; and
 - i. Subcontracts with an individual for less than ten thousand dollars (\$10,000), except that agencies must still follow requirements in the paragraph C, *Private Agencies-Bids for Subcontracts*, below.
2. No subcontract shall in any way relieve the contractor of any responsibility for performance under this contract.
3. Contractors are responsible for ensuring financial and compliance audits of all subcontractors.

B. Required Subcontract Provisions (5 CCR 18031)

The following provisions apply to all subcontracts unless exempted in paragraph (A) above.

Every subcontract shall be in writing and specify:

1. The dates within which the subcontractor is to perform the contract.

2. The time for subcontractor performance shall not begin prior to, nor shall the time extend beyond, the time period of the contract between the contractor and the state.
3. The dollar amount of the subcontract or specify an amount not to exceed a maximum dollar amount.
4. The service(s) to be provided under the subcontract and the responsibilities of each party under the subcontract.
5. The subcontractor, and the agents and employees of the subcontractor, in the performance of the subcontract, are acting in an independent capacity and not as officers, employees or agents of the State of California.
6. Modifications of the subcontract shall be in writing, and for subcontracts in excess of ten thousand dollars (\$10,000), prior written CDSS approval is required unless the subcontract is otherwise exempt from prior CDSS approval.
7. The subcontract is the complete and exclusive statement of the mutual understanding of the parties and that the subcontract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the subcontract.
8. The remedies, in case of a breach of contract, for subcontracts in excess of ten thousand dollars (\$10,000).
9. The State of California retains title to any equipment or supplies purchased with state funds and the equipment shall be returned to the contractor upon termination of the subcontract. The subcontract shall also specify that the subcontractor shall obtain prior written approval from the contractor and the CDSS for any unit of equipment that costs in excess of ten thousand dollars (\$10,000).
10. The subcontractor shall be reimbursed for travel and per diem expenses only at rates that do not exceed the rates paid to the CDSS's non-represented employees computed in accordance with California Department of Human Resources regulations, California Code of Regulations, Title 2, Division 1, Chapter 3, Subchapter 1.
11. The subcontractor agrees to indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the subcontract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by the subcontractor in the performance of the subcontract.

12. For those subcontracts requiring prior approval, the subcontractor shall maintain records for program review, evaluation, audit and/or other purposes and make the records available to agents of the state for a period of five (5) years.
13. The provisions of the **Nondiscrimination Clause** included in the prime contract as specified in the 2 CCR 11105.
14. Funding of the subcontract should be made subject to the appropriation and availability of funds from the state.
15. All subcontracts should contain a provision that the subcontractor is liable for any audit exception caused by, or as a result of, the subcontractor's lack of performance as required by the subcontract.
16. The subcontract should provide that the subcontractor, its agents, and employees, in the performance of the subcontract, are acting in an independent capacity and not as agents or employees of the contractor.
17. Subcontracts for ten thousand dollars (\$10,000) or more cannot become effective and binding on either the prime contractor or the subcontractor until approved in writing by the CDSS, and any work performed by the subcontractor prior to the date of such approval shall not be used as a claim against the state. Modifications to any contracts for \$10,000 or more shall also not be effective until approved in writing by the CDSS and any work in performance of such modification prior to the date of approval of the modification shall not be used as a claim against the state. Specific approval requirements are set forth in paragraph E, *Prior CDSS Approval for Subcontracts \$10,000 and Above*, below.
18. The consideration paid to the subcontractor, as provided in the subcontract, should be stated to be the full compensation for all the subcontractor's expenses incurred in the performance of the subcontract.
19. All subcontracts, rental agreements and other contractual arrangements should include a termination for convenience clause permitting termination of such agreements without cost to the contractor.

B. Private Agencies-Bids for Subcontracts (2 CFR 200.319, 5 CCR 18027)

1. Private contractors shall obtain at least three (3) bids or estimates for subcontracts exceeding ten thousand dollars (\$10,000), prior to cost allocation.
2. If three (3) bids or estimates cannot be obtained, the private contractor shall maintain documents in its records that establish:
 - a. The reasons three (3) bids or estimates could not be obtained; and

- b. The reasonableness of the proposed expenditure without three (3) bids or estimates.
 - c. Documentation for the single-source vendor or service provider, including the reason that vendor should be approved, must be submitted for approval in lieu of three (3) bids.
3. The subcontract shall be awarded to the lowest responsible bidder.
4. The contractor shall not split subcontracts to avoid competitive bidding requirements.

C. Public Agencies Subcontracts

Public Agencies shall award subcontracts in accordance with the Public Contract Code.

D. Prior CDSS Approval for Subcontracts (5 CCR 18028-18030)

1. Contractors shall obtain prior written approval from the CDSS for subcontracts of ten thousand dollars (\$10,000) or more, prior to cost allocation, that are otherwise not excluded from the provisions as stated in paragraph (A) above.
2. Prior to execution of a subcontract and commencement of work, the contractor shall submit two (2) copies of the proposed subcontract to the CDSS for approval, including a proposed line-item budget which shows the costs of the services to be performed. The budget for a proposed subcontract for renovation and repair shall show the total cost of labor and the total cost of materials. Bids, if applicable, shall be submitted to the CDSS when requesting approval. If three (3) bids were not obtained, the contractor shall provide written justification when the subcontract is submitted to the CDSS for prior approval. Contractors shall demonstrate that approval of the subcontract is cost effective to the state.
3. For proposed capital outlay subcontracts, private agencies shall include documents showing that the bidder selected by the contractor has obtained a payment bond in an amount not less than one-half (1/2) the amount of the proposed subcontract.
4. Requests for approval of subcontracts for transportation services shall include a Certificate of Insurance of the subcontractor in an amount not less than \$1 million per occurrence (or a greater amount if required by the Public Utilities Commission regulations), listing the contractor and the state as additional named insured.
5. One copy of the subcontract will be retained by the CDSS, and the other copy returned to the contractor approved or disapproved within thirty (30) calendar days of receipt of all required documents.

6. No reimbursement shall be made to the contractor or subcontractor for work performed prior to CDSS approval. A disapproved contract will include a statement of the reason(s) for not approving the subcontract. If the request for approval of a subcontract is denied, the contractor may appeal the decision in accordance with instructions specified in Section II, paragraph P, *Resolution of Contracts and Administrative Disputes*.
7. The CDSS does not assume any responsibility for performance of approved subcontracts nor does the CDSS assume responsibility for any unpaid debt of the contractor resulting from subcontracting liens.
8. Subcontracts which increase the contractor's cost of performance are non-reimbursable. Subcontracts which contain a provision for reimbursement for cost-plus-a-percentage-of-cost are not reimbursable.

E. Audit Requirements for Subcontracts (5 CCR 18032)

1. An organization that operates a child care and development program under a direct service contract with the CDSS is called a contractor. The contractor may choose to enter into an agreement with another organization (subcontractor), where the subcontractor operates one or more of the contractor's child care and development programs. Consequently, an entity may be acting in the dual capacity of contractor and subcontractor for one or more CDSS contractors – each having one or more CDSS contracts. In some cases, a subcontractor may not directly contract with the CDSS.
2. The organization receiving funds from the state shall be responsible for obtaining the required financial and compliance audits of the organization and any subcontractors, except for subcontracts exempt from CDSS review, as agreed to by the Departments of Finance (DOF) and Department of General Services (DGS).
3. The audit of the subcontract shall be submitted to the CDSS as follows:
 - a. School districts, county offices of education, community colleges, and direct funded charter schools, shall submit the audit of the subcontract by the fifteenth day of the fifth month following the fiscal year in which the subcontracted services were performed;
 - b. All other contractors shall submit the subcontract audit along with the contractor's audit as specified Section V, paragraph A, *Annual Financial and Compliance Audits*.

VI. FACILITIES AND EQUIPMENT

A. Facilities and Equipment Expenditures

Facilities and Equipment Expenditures are subdivided into two categories:

1. Capitalized
 - a. Buildings and Improvements: Sites; renovations and repairs of sites; buildings; renovations and repairs of buildings, building fixtures, services systems; and
 - b. Equipment: Tangible personal property (including information technology systems)
 - i. having a useful life of more than one year and
 - ii. a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the contractor for financial statement purposes, or \$10,000. (2 CFR 200.1)

2. Non-capitalized

Non-capitalized equipment expenditures are those for tangible personal property with a useful life of more than one year other than those described in (b)(ii) above.

B. Buildings and Improvements (5 CCR 18034(h))

1. Buildings are only reimbursable as depreciation or use allowance.
2. To be reimbursable as direct costs, prior written approval by the CDSS is required for improvements to land, buildings, or equipment which materially increase their value or useful life. (2 CFR 200.439(b)(3)).
3. If the Contractor wishes to share the use of real property among multiple programs, the associated reimbursable capital expenditures shall be prorated among the programs according to the benefits received.
4. Building and improvement expenditures are not reimbursable as indirect costs, except as depreciation or use allowance.

C. Renovation and Repair (5 CCR 18034(f))

Improvement of sites and adjacent grounds to meet or exceed the 22 CCR, Community Care Licensing Standards are reimbursable for both private and public agencies. Reimbursable improvements are those that:

1. Do not unnecessarily increase the value, as defined in Section X, *Definitions*, of a facility; and
2. The contractor has obtained prior CDSS approval for proposed work for ten thousand dollars (\$10,000) or more.

D. Depreciation and Use Allowance (5 CCR 18034(h)&(i))

1. Depreciation and use allowance may be claimed on eligible, appropriate capital assets.
2. Depreciation shall not be claimed on land, donated assets or assets purchased with public funds, on any fully depreciated asset or on idle or excess facilities.
3. A use allowance shall not be claimed on land or assets purchased with contract funds or on assets for which depreciation has been claimed.
4. When depreciation is applied to assets acquired in prior years, the annual charges shall not exceed the amounts that would have resulted had depreciation been claimed from the date of acquisition.
5. The use allowance for buildings and improvements is computed at an annual rate not to exceed two percent (2%) of acquisition costs.
6. The use allowance for equipment is computed at an annual rate not to exceed six and two-thirds percent (6 2/3%) of acquisition costs.
7. To be reimbursable, interest paid on private sector debt for the purchase, lease-purchase, repair or renovation of child care and development facilities owned or leased by contractors providing center-based care must be actual interest paid, not to exceed a fair market rate of interest. This provision does not apply to family child care home facilities.

E. Preapproval Requirements (2 CFR 200.333, 200.439(b)(1), 5 CCR 18029 and 18040)

All equipment, as defined in Section X, Definitions below, including equipment replacement, purchases that meet of the following criteria shall be approved in writing in advance by the CDSS.

1. The per-unit acquisition cost equals or exceeds the lesser of the capitalization level established by the contractor for financial statement purposes, or ten thousand dollars (\$10,000), including tax, shall be approved in writing in advance by the CDSS.
2. The sum of all items included in the purchase equals ten thousand dollars (\$10,000) or more, including tax, shall be approved in writing in advance by the CDSS.

- a. All expenses associated with a purchase that are necessary for the equipment to perform its intended purpose, prior to cost allocation, should be included in determining if prior approval is required (e.g., a playground structure includes multiple components, although each component may be purchased separately. When determining pre-approval requirements, all components purchased for the playground should be considered).
 - b. Subdividing equipment purchases into separate items to avoid the preapproval requirement is prohibited.
 - c. Proposed renovation and repair work for ten thousand dollars (\$10,000) or more, including the invoiced cost, plus any applicable sales tax, delivery fees, or installation charges, shall be approved in writing in advance by the CDSS. (2 CFR 200.439(b)(3))
3. All expenses associated with a purchase that are necessary for the improvement to perform its intended purpose, prior to cost allocation, should be included in determining if prior approval is required.
4. Subdividing renovation and repair work into separate purchases to avoid the preapproval requirement is prohibited.
 - a. Approval requests shall be submitted on the Request for Approval of Equipment form.
 - b. Bids, if applicable, shall be attached to the Request for Approval of Equipment when submitted to the CDSS for approval.
5. One copy of the request shall be retained by the CDSS.
6. One copy will be returned to the contractor approved or disapproved within thirty (30) calendar days of receipt.
7. If the request for approval of an equipment purchase is disapproved, the contractor may appeal the decision in accordance with Section II, paragraph P, *Resolution of Contract Administration Disputes*.
8. Procurement practices must also be in accordance with the following provisions:
 - a. Public Agencies shall comply with the applicable sections of the PCC.
 - b. Lease-purchase agreements are subject to the above requirements.
 - c. If the work is to be performed through a subcontract, the requirements of Section V, *Subcontracts*, above apply.

- d. When private agencies submit proposed subcontracts for renovation and repair for approval, evidence shall be included that the proposed subcontractor has obtained a payment bond in an amount not less than one-half (1/2) the amount of the proposed subcontract.

F. Obtaining Bids for Equipment Purchases, Leases, Replacements, and Improvements for Private Agencies (2 CFR 200 and 5CCR 18040)

All equipment purchases, replacements, and improvements not performed by the contractor's staff exceeding ten thousand dollars (\$10,000), including tax, must have at least three (3) bids or estimates.

1. Each bid or estimate must contain prices for equivalent and comparable items and/or services.
2. When available, consolidating procurements to obtain a more economical purchase is required.
3. Subdividing equipment purchases into separate items to avoid the competitive bidding requirement is prohibited.
 - a. If bids or estimates are required, the contractor shall purchase the goods or services from the lowest responsible bidder or estimator. The contractor shall conform to the materials, terms and conditions of the invitation for bid, and with paragraph E, *Preapproval Requirements*, above.
 - b. If bids or estimates are required, and three (3) bids or estimates cannot be obtained, the contractor shall provide adequate documentation of the reason(s) why three (3) bids or estimates could not be obtained (e.g., an emergency situation, or the item is only available from a single source).
 - c. Lease-purchase agreements are subject to the above requirements.

G. Obtaining Bids for Equipment Purchases for Public Agencies

Public Agencies, as defined in Section X, *Definitions*, shall comply with the applicable sections of the *Public Contract Code*.

H. Asset Management

1. Asset Control System (2 CFR 200.313(d)(3))

A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft (any loss, damage or theft must be investigated) and adequate maintenance procedures must be developed to keep the equipment in good condition.

2. Inventory (2 CFR 200.313 (d)(1))

- a. An inventory of all equipment and all non-disposable items with an estimated useful life of more than one year, purchased in whole or in part with child care and development contract funds, shall be maintained. For more guidance refer to California School Accounting Manual Procedure 700.
- b. Property records must be maintained that include the following:
 - i. Description;
 - ii. Serial number or other identification number;
 - iii. The source of funding;
 - iv. The acquisition date;
 - v. The cost;
 - vi. The location, use and condition; and
 - vii. Any ultimate disposition date including date of disposal and sale price if applicable.
- c. A physical inventory must be taken at least every two (2) years and reconciled with property records. (2 CFR 200.313(d)(2))

I. Title, Use, Disposition and Retention (5 CCR 18025)

1. Buildings and Improvements

- a. Title to real property acquired in whole or part with state child care and development (CCD) funds shall vest in the contractor subject to the condition that the contractor shall use the real property for the authorized purpose of the child care and development program as long as it has a contract with the CDSS and shall not encumber the property without the prior written approval of the CDSS. (2 CFR 200.311(a))
- b. When the real property is no longer needed for the purposes of any CDSS program, the Contractor shall request disposition instructions from the CDSS, which shall observe one of the following three disposition instructions:

- i. The CDSS may permit the contractor to retain title without further obligation to the CDSS after the contractor compensates the CDSS or that percentage of the current fair market value of the property, net of reasonable and necessary selling costs, attributable to the CDSS's share of the acquisition cost.
- ii. The contractor may be directed to sell the property under guidelines provided by the CDSS and pay the CDSS for that percentage of the current fair market value of the property, net of reasonable and necessary selling and fix-up costs, attributable to the CDSS's share of the acquisition cost.
- iii. The contractor may be directed to transfer title to the property to the CDSS or to an eligible third party, provided that, in such cases, the contractor shall be entitled to compensation for its attributable percentage of the current fair market value of the property.

1. Equipment (5 CCR 18025)

- a. Title – When equipment is purchased with state funds, title shall vest with the contractor only for such period of time as the contractor has a contract with the CDSS.
- b. Retention of Equipment – The CDSS may provide written authorization for the contractor to retain the equipment for the contractor's own use if a fair compensation is paid to the state for the state's share of the cost of the equipment. Fair compensation shall be determined by the state using the state's share of original acquisition cost, less depreciation, computed on a straight-line method over the estimated useful life expectancy of the equipment.
- c. Use – When equipment is purchased in whole or in part with state funds, the contractor shall use the equipment exclusively in the program(s) from which funds were used to purchase the equipment. If the contractor wishes to share the use of the equipment between/among two (2) or more programs, the cost of such equipment shall be prorated between/among the programs.
- d. Disposition – The contractor may dispose of obsolete equipment and remove the asset at its recorded value. If the sale of equipment originally purchased with state funds occurs, the proceeds from the sale of the equipment must be returned to the program. If the contractor no longer has a contract with the CDSS, the contractor shall dispose of the equipment in accordance with written directions from the CDSS.

VIII. FUNDING ELIGIBILITY, CONTINUED FUNDING, CONTRACT STATUS, TERMINATIONS, AND APPEALS

A. Eligibility for Funding (*WIC 10244, 5 CCR 18001(a)*)

1. A current contractor is eligible to apply for new or additional funds except when one or more of the following conditions apply during the Request for Application (RFA) cycle:
 - a. The contractor is on conditional status because of fiscal or programmatic noncompliance as described in paragraphs *D, Administrative Review of Changes in Contract Status*; or *E, Conditional Contract Status Procedure*, below;
 - b. The contractor is on provisional contract status as described in paragraph *C, Contract Classification* below;
 - c. The contractor was previously awarded expansion funding and has not yet begun to provide services with that funding;
 - d. The CDSS has conducted a compliance review and the contractor has failed to cure items of fiscal and programmatic noncompliance identified in the review within twelve (12) months of the issuance of the compliance review report;
 - e. The CDSS reduced the contractor's current year maximum reimbursement amount due to the contractor's inability to utilize its full contract amount, whether through low enrollment or low expenditures for the same contract type;
 - f. The CDSS has evidence that the agency has not been able to successfully fulfill current contract requirements by serving children in a quality program and in a fiscally responsible manner.
 - g. The contractor has in place, or places, a person in a position of fiscal responsibility or control who has been convicted of a crime involving misuse or misappropriation of state or Federal funds, or a state or Federal crime involving moral turpitude ([WIC Section 10399](#));
 - h. The applicant contractor has a delinquent audit pursuant to Section V, paragraph *C, Delinquent Audits and One-Time-Only Extensions*.
2. A current contractor that is applying for additional funds may be awarded less than the full amount requested during negotiations of the award, particularly if it has been determined that they are not fully utilizing their current contract maximum reimbursable amount.

B. Review of Contracts for Continued Funding (5 CCR 18010)

1. Contractors have no vested right to a subsequent contract.
2. Contractors that are not on conditional contract status, but which have evidenced fiscal or programmatic noncompliance with the provisions of this contract, laws, or regulations, shall receive an administrative review to determine whether they will receive an offer for continued funding.
3. Contractors currently on conditional status that do not meet the requirements specified in the Conditional Status Addendum may not be offered a subsequent contract and shall be so notified by the CDSS at least ninety (90) calendar days prior to the end of the current contract period.
4. Contractors that intend to accept the offer to continue services in the subsequent contract period shall respond to a continued funding application request from the CDSS in accordance with the instructions and timelines specified in the request.
5. Failure to respond within the timelines specified in the continued funding application request shall constitute notification to the CDSS of the contractor's intent to discontinue services at the end of the current contract period unless the contractor has received a written extension of the original timeline from the CDSS.

C. Contract Classifications

1. Clear Contract (*WIC 10397*)

This designation shall be given to a contract that is neither a provisional contractor a conditional contract, as described (2) and (3) below.

2. Provisional Contract (*WIC 10397* and 5 CCR 18068)

- a. This designation applies to an agency's first contract for any particular service or to the contract of an existing contracting agency for a new, modified, or different type of service. The timeframe of a provisional contract is at the discretion of the CDSS and is given to ensure that the contracting agency can demonstrate fiscal and programmatic compliance before the contract is designated as a clear contract. Contractors on provisional status shall submit monthly fiscal and attendance reports to CDFS. The contract status shall be reviewed annually.

- b. For purposes of eligibility for funding as described in paragraph A above, a contractor is considered to be on provisional status if they were awarded a child care and development contract in the prior year's child care and development expansion application cycle, regardless of whether a contract has been executed. A contractor remains on provisional status until they receive a clear contract from the department.
3. Conditional Contract (*WIC 10397*)
 - a. This designation applies to a high-risk contract awarded to a contracting agency that evidences fiscal or programmatic noncompliance, or both fiscal and programmatic noncompliance.
 - b. A contracting agency with one or more contracts designated as conditional is deemed to be on conditional status with the CDSS for all child care and development program purposes and is subject to any restrictions deemed reasonable to secure compliance.

D. Administrative Review of Changes in Contract Status (5 CCR 18303)

1. Contract performance shall be reviewed at least annually by CDSS staff who shall determine by April 1 of each year whether to offer continued funding on a clear contract, continued funding on a conditional basis or to make no offer of continued funding.
2. If the staff recommends conditional status or no offer of continued funding, the contractor shall be notified in writing of the reasons for the proposed change in contract status by April 7. The notice of proposed action shall be sufficiently specific to allow the contractor to respond to the factual basis for the proposed action.
3. If the contractor disagrees with the proposed action, the contractor's response shall be received by the CDSS within ten (10) calendar days of receipt of the notice of proposed action. The contractor's response shall include any written materials in support of its position and, if the contractor intends to make an oral presentation, the response shall so specify.
4. If the action is being appealed, the staff recommendation and the contractor's response shall be reviewed by an administrative review panel convened by the Deputy Director of the CCDD within seven (7) calendar days of receipt of the contractor's response. The review panel will consist of representatives of CCDD management, CDFS, CDSS's Legal Division, OAS, Contracts Office, and a representative of a child care and development service provider familiar with the type(s) of program(s) operated by the contractor.
5. Upon review of the written submissions, the panel will do one of the following:

- a. Issue a final decision upholding or modifying the proposed change in status if no oral presentation has been requested;
 - b. Schedule a time and place for an oral presentation by the contractor; or
 - c. Issue a final decision to not change the contract status.
6. If an oral presentation has been requested, the contractor will be notified by telephone or email of the time and place of the presentation. The oral presentation will be scheduled no later than fourteen (14) calendar days from receipt of the contractor's response.
7. At the oral presentation, the contractor or the contractor's representative will have an opportunity to explain any material submitted in its response. While the contractor may present any information or arguments that are relevant to the proposed action, the review panel may set reasonable limits on the scope of the presentation.
8. Within seven (7) calendar days after the oral presentation, the review panel shall issue and email to the contractor a decision upholding, reversing, or modifying the proposed change in contract status. The decision of the review panel shall be the final action of the CDSS with regard to that contract.

E. Conditional Contract Status Procedure

1. Conditional Status Imposed During the Contract Period (5 CCR 18304)
 - a. If the contractor demonstrates fiscal or programmatic noncompliance during the contract period, based on such information as an annual audit report, an FPM/CMR, or a change in licensing status, the CDSS may place the contract on conditional status for the remainder of the contract period.
 - b. The contractor shall receive notice and may request an administrative review of the proposed action as required paragraph D, *Administrative Review of Changes in Contract Status*, above, in the event such a change in contract status is recommended by staff of the CDSS.
 - c. If the contract is placed on conditional status during the last ninety (90) days of the contract period and the contractor is offered continued funding, the contract for the subsequent contract period will also be on conditional status.
2. Conditional Status Addendum (WIC 103975 CCR 18305)

- a. If the contractor is placed on conditional status during the contract period, a Conditional Status Addendum will be issued by the CDSS, and the Conditional Status Addendum shall be considered a part of the annual child development contract and binding on the contractor.
- b. A Conditional Status Addendum shall contain a bill of particulars which detail the items of noncompliance, the standards that must be met to avoid termination of the contract and to qualify the contractor for clear contract status. The Addendum shall include all the following:
 - i. The specific item(s) of noncompliance which the contractor must correct;
 - ii. The specific corrective action(s) which must be taken;
 - iii. The time period within which the contractor must complete the corrections; and
 - iv. Notice that failure to demonstrate substantive progress within six (6) months shall constitute a breach of contract and may result in no offer of continued funding, or termination of the contract.

3. Duration of Conditional Contract Status (*WIC 10397(a)(3) and 5 CCR 18307*)

- a. A contractor shall remain on conditional contract status until the contractor has corrected deficiencies and/or has met requirements identified in the Conditional Status Addendum.
- b. Failure to demonstrate substantive progress toward fiscal or program compliance within six (6) months of being on conditional status shall constitute a breach of contract and may subject to no offer of continued funding or termination of the contract, in accordance with paragraph F, *Contract Termination Procedure*, below.
- c. A contractor with a repayment plan shall remain on conditional contract status and not receive any apportionments until full repayment is made.
- d. A contractor on conditional contract status that is not on a repayment plan shall remain in that status until:
 - i. The CDSS issues written notice to the contractor that the conditional status has been cleared;
 - ii. The contractor is issued a clear contract; or
 - iii. The contract terminates according to its terms.

- e. A contractor may request written verification from the CDSS that some of the deficiencies have been corrected even if the contractor will not be removed from conditional contract status.
- f. While on conditional status, the contractor shall submit monthly fiscal and attendance reports to CDFS. The first monthly report shall include a current inventory of equipment purchased in whole or in part with contract funds.
- g. Contractors on **conditional** status are not eligible to apply for new or additional funds.
- h. Contractors on Conditional contract status continue to be subject to, Termination, and Non-Renewal in accordance with paragraphs B, *Review of Contracts for Continued Funding*; and F, *Contract Termination Procedure*.

F. Contract Termination Procedure

1. Contractor's Termination for Convenience (5 CCR 18024)
 - a. A contractor may terminate the contract for any reason during the contract term.
 - b. The contractor shall notify the CDSS of its intent to terminate the contract at least ninety (90) calendar days prior to the date the contractor intends to terminate the contract.
 - c. Within fifteen (15) days from the date the contractor notifies the CDSS of its intent to terminate the contract, the contractor shall submit:
 - i. A current inventory of equipment purchased in whole or in part with contract funds; and
 - ii. The names, addresses and telephone numbers of all families served by the contract and all staff members funded by the contract.
 - iii. CFCC and Alternative Payment program contractors shall also submit the names, addresses and telephone numbers of all providers of subsidized services funded by the child care and development contract.
 - d. Upon receipt of a notice of intent to terminate, the CDSS will transfer the program to another agency as soon as practicable.
2. Immediate Termination (WIC 10398, 10399, and 10401)

- a. A contracting agency that evidences any of the following acts or omissions may have its contract immediately terminated if there is documented evidence of the acts and omissions, and upon review and recommendation of the general counsel of the CDSS for any of the following reasons:
 - i. Fraud, or conspiracy to defraud.
 - ii. Misuse or misappropriation of state or federal funds, including a violation of *W/C 10399*.
 - iii. Embezzlement.
 - iv. Threats of bodily or other harm to a state official.
 - v. Bribery or attempted bribery of a state official.
 - vi. Unsafe or unhealthy physical environment or facility.
 - vii. Substantiated abuse or molestation of children.
 - viii. Failure to report suspected child abuse or molestation.
 - ix. Theft of supplies, equipment, or food.
 - x. Cessation of operations without the permission of the CDSS or acts or omissions evidencing abandonment of the contract or contracts.
 - xi. C2AP, C3AP, CAPP, CMAP, and CFCC contractors that fail to fully reimburse a significant number of approved child care providers as determined by the CDSS, within fifteen (15) calendar days after the date set in the plan for timely payments to child care providers, adopted by the contracting agency, in accordance with Section X, paragraph A *Plan for Provider Reimbursement and Certificates*, item (1) of relevant program requirements, unless the failure is attributable to a delay in receiving apportionments from the state.
 - xii. Failure to pay salaries owed to employees, or pay federal payroll tax, for more than fifteen (15) days after the employee salaries, or federal payroll taxes were due, unless the failure is attributable to a delay in receiving apportionments from the state.
 - xiii. Contractors that have in place or who place a person in a position of fiscal responsibility or control who have been convicted of a crime involving misuse or misappropriation of state or federal funds, or a state or federal crime involving moral turpitude, may have its contract terminated if there is documented evidence of the conviction, and upon review and recommendation of the general counsel of the CDSS.

xiv. If the agency provides evidence to the CDSS, before the effective date given in the notice of immediate termination, that the convicted person has been removed from the position of fiscal responsibility or control and provides assurance that the person will not be returned to a position of fiscal responsibility or control, the CDSS shall withdraw the termination action.

b. A contractor whose contract is immediately terminated retains appeal rights. Contractors that are the subject of an immediate termination shall not continue to operate during the appeal of termination.

3. Non-Immediate Termination (*WIC 10398, 10399, and 10400 and 5 CCR 18301*)

a. In addition to the grounds set forth in (2) above, which also may be the basis for a non-immediate termination, termination of a contract during the contract period may occur when:

- i. A contractor fails to correct items of fiscal or programmatic noncompliance within six (6) months of receiving a conditional contract which includes a Conditional Status Addendum issued in accordance with (2) of paragraph E, *Conditional Contract Status Procedure*; or
- ii. A contractor fails or refuses to make available for examination or copying by an authorized employee of the CDSS any records or documents that the contractor is required to retain, upon a request by that employee to examine or copy such records or documents; or
- iii. A contractor refuses to permit an authorized employee of the CDSS to enter a facility operated by the contractor during days of operation as indicated in the approved program calendar on file with the CDSS.

b. Any action by the CDSS to terminate a contract, other than to terminate a contract on an immediate basis shall be preceded by a ninety (90) day notice of the action, stating the specific reasons for the action, and describing the contractor's appeal rights pursuant to paragraph G, *Independent Appeals*. Except for cases of immediate termination, contractors that are terminated shall be allowed to continue to operate during the appeal of termination.

4. Contractor's Responsibility After Notice of Nonrenewal or Termination (*5 CCR 18302 and 18054*)

a. After receiving notice of the CDSS's decision to terminate the contract or to make no offer of continued funding, the contractor shall submit copies to, or make available for copying by the CDSS, all of the following:

- i. A current inventory of equipment purchased in whole or in part with contract funds;
 - ii. The names, addresses and telephone numbers of all families served by the contract, all staff members funded by the contract; and
 - iii. Monthly enrollment and attendance reports until the contract is actually terminated or until the final month for which the contractor retains a contract. C2AP, C3AP, CAPP, CMAP, and CFCC contractors shall also submit the names, addresses and telephone numbers of all providers of subsidized services under the contract.
- b. The CDSS shall only be obligated to compensate the contractor for net reimbursable program costs or earnings, whichever is less, in accordance with this contract through the date of termination. There shall be no other compensation to the contractor. The CDSS shall offset any monies the contractor owes against any monies CDSS owes under this contract.

G. Independent Appeals (WIC 10392, 10393)

1. An independent appeal procedure shall be available to any contractor in any of the following circumstances:
 - a. Termination of a contracting agency's contract
 - b. Denial of more than four (4%) percent or twenty-five thousand dollars (\$25,000), whichever is less, of the contact maximum reimbursable amount.
 - c. Demand for remittance of an overpayment of more than four (4%) percent or twenty-five thousand dollars (\$25,000), whichever is less, of the contact maximum reimbursable amount.
2. Before filing an appeal petition for an action taken pursuant to (b) or (c) of (1) above, the contractor shall have submitted all previously required standard monthly or quarterly reporting forms to the CDSS.
3. Such appeals shall be heard by independent hearing officers in accordance with procedures established by the Office of Administrative Hearings (OAH) as specified in California Code of Regulations, Title 1, Sections 1121 through 1126,

H. Procedures For Independent Appeals (5 CCR 18301 and GC 11500)

1. Notice of Defense/Appeal Petition

- a. The contractor shall be served notice of the action as set forth in *W/C* 10396 and *GC* 1500 et seq. The contractor may contest the noticed action as set forth in *GC* 11506 by filing a notice of defense/appeal petition with the CDSS within fifteen (15) days after service of the action and may request a hearing before the OAH. The notice of defense/appeal petition shall include:
 - i. A clear, concise statement of the action being appealed; and
 - ii. The name, address, and telephone number of the contractor's authorized representative for the proceeding.
- b. In addition, the contractor may also, as part of the Notice of defense/appeal petition:
 - i. Object to the action upon the grounds that it does not state acts or omissions upon which the contractor may proceed;
 - ii. Object to the form of the action on the grounds it is so indefinite or uncertain that the respondent cannot identify the transaction or prepare a defense;
 - iii. Admit any of the charges in the action in whole or in part;
 - iv. Object to the action upon the grounds that, under the circumstances, compliance with the requirements of a regulation would result in a material violation of another regulation enacted by another department affecting substantive rights.

2. Failure To Submit a Timely Notice of Defense or Appeal Petition or Proceed with Appeal

If a contractor is served a notice of action and fails to properly file a notice of defense/appeal petition, or files a notice of defense/appeal petition, but fails to appear at the appeal hearing, action may be taken by the CDSS (or by the Administrative Law Judge for failure to appear at the hearing) based upon the contractor's express admissions or other evidence and affidavits without any notice to the contractor. Notwithstanding the default, the CDSS or the OAH may, before a proposed decision is issued, grant an appeal hearing on reasonable notice to the parties. If the CDSS issues a default decision against the contractor, it must serve notice of that decision on the contractor and the contractor has seven (7) days after service to request that the decision be vacated stating the grounds relied on. The CDSS, in its discretion, may vacate the decision and grant a hearing on a showing of good cause.
3. Hearing

If the contractor submits a timely request for a hearing, the CDSS shall have ten (10) calendar days to request that the OAH schedule a hearing and transmit the following to the OAH:

- a. The notice of defense/appeal petition submitted to the CDSS by the contractor;
- b. The original notice of action sent to the contractor; and
- c. The name, address, and telephone number of the CDSS authorized representative for the proceeding.
- d. The OAH shall schedule a hearing on the appeal filed by a contractor to commence no later than thirty (30) calendar days following the receipt of the petition by the CDSS, but at least ten (10) calendar days' written notice will be given of the time and place of the hearing. An OAH hearing officer will hear evidence submitted by the CDSS and the contractor during the hearing. The hearing will be recorded. The hearing officer may continue hearings, if deemed necessary.

4. The Decision

The hearing officer shall issue a final decision, in writing, within thirty (30) calendar days after the submission of the case. The decision shall be sent by registered mail or personally served on the representatives of the parties by OAH. The decision shall be the final administrative action afforded the contractor.

5. Settlement between the Parties

The CDSS and contractor may, at any time before or after issuance of a notice of action, agree to a settlement of the actions. The settlement terms, as agreed to by both parties, are to be incorporated into a stipulation and waiver decision that is approved by the CDSS agency head or his or her designee and issued by the CDSS. The decision shall be the final administrative action afforded the contractor.

6. Request for Additional Written Materials on File at CDSS

Contractors may request, in writing, any public documents on which the CDSS intends to rely from the CDSS files at a cost of fifteen cents (\$.15) cents per page, payable in advance. The CDSS will mail the material requested not later than ten (10) days from the receipt of the request.

II. BUILDING A BETTER EARLY CARE AND EDUCATION SYSTEM (BBECES) (WIC 10420-10429.5; CIVIL CODE 1798.17; 42 US 9858C(2)(D) AND (U); 45 CFR 98.16(AA), 98.33 AND 98.42)

(Applies to all contract types that provide care through family child care homes and/or through individual licensed-exempt providers)

A. Submission and Disclosure of Child Care Provider Information

1. Contractors are required to collect and submit to the CDSS, or its designee, as required by law, the following information for all licensed family child care home providers and individual licensed-exempt child care providers providing subsidized child care services and in accordance with Section IV, Paragraph J, *Subsidized Provider Report*:
 - a. Mailing address
 - b. Home address
 - c. County
 - d. Home, cell, and work telephone number, if known
 - e. Email address, if known
 - f. Whether provider is licensed or license-exempt, include state facility license number for licensed providers.
 - g. Primary language used, if known*
 - h. Contractor, subcontractor, agency, or political subdivision administering the program in which the provider participates.
 - i. Unique provider identification number, when available*
 - j. Contract type
 - k. The amounts of all subsidies paid to each provider in the report month,

Note: Provider work telephones number, email address, primary language used, and unique provider identification number are not optional; if it is known to the contractor, it must be included.

2. Contractors that are not able to provide amounts of all subsidies, as specified in (k) of (1) above, shall have an implementation plan on file with CCPU.

3. The information collected from family child care providers, as defined, may be re-disclosed by the CDSS to provider organizations as defined in law as well as other state agencies as permitted by law for purposes of organizing, representing, and assisting family child care providers, as well as for purposes of emergency response planning and monitoring health and safety requirements to comply with Child Care and Development Block Grant requirements.
4. Contractors shall not delay or obstruct the collection of the provider information.
5. Contractors must notify family child care providers in writing of the collection and use of the information in order to comply with applicable laws, including the Information Practices Act.
6. Upon learning that a family child care provider will no longer receive a subsidized child care payment, contractors shall, as required by law and in conformance with the format, timeline and manner prescribed by the CDSS, inform the CDSS of the date the provider ended subsidized care.

B. Notices and Communications

Contractors are required to distribute to providers and/or post on their website all notices and communications as may be required by the BBECES or any applicable Memorandum of Understanding.

C. Reimbursement

1. Contractors are required to deduct from reimbursement any dues as requested by a certified provider organization. The deductions may include membership dues, initiation fees, general assessments, and payment of any other membership benefit program sponsored by the certified provider organization.
2. If the deductions from a provider's subsidy payments required action by more than one contractor, the certified provider organization shall establish reasonable procedures to ensure that the total amount deducted does not exceed the total dues and other voluntary deductions owned by that provider.
3. A contractor must rely on a certification from the certified provider organization requesting a deduction that it has and will maintain an authorization, signed by the individual provider from whose subsidy the deduction is to be made. A certified provider organization that certifies that it has and will maintain authorization shall not be required to provide a copy of an individual authorization to the entity unless a dispute arises about the existence or terms of the authorizations.

D. Memorandum of Understanding

Must adhere to any requirements that bind contractors in any applicable memorandum of understanding.

E. Interference

Contractors are prohibited from interfering with the right of providers to collectively bargain and further prohibited from deterring or discouraging providers to join the union.

F. Training Partnership

Contractors must notify the certified provider organization of preservice meetings, and orientations, either in-person or online, and allow representatives from the certified provider organization to present at the preservice meetings, and orientations as permitted under the BBECES or as provided for in any applicable memorandum of understanding. (WIC 10428.7)

III. DEFINITIONS

As applicable to each specific program type.

Actual and allowable net costs means the costs which may be reimbursed under a particular child development contract after disallowed costs and restricted income have been subtracted from total expenditures. (5 CCR 18013(a))

Additional funds means award of new contracts or expanded contracts that increase the contractor's level of administrative responsibility. Additional funds do not include cost of living adjustments, rate increases and one-time-only supplemental funds or Alternative Payment program contingency funds. (5 CCR 18000(a))

Adjusted child days of enrollment means child days of enrollment after adjustment factors specified in WIC 10281.5 have been applied. (5 CCR 18013)

Adjusted monthly income means total countable income as defined below, minus verified child support payments paid by the parent whose child is receiving child development services, excluding the non-countable income listed below: (5 CCR 18078(a))

- a. Earnings of a child under age eighteen (18) years;
- b. Loans;
- c. Grants or scholarships to students for educational purposes;
- d. Federal Supplemental Assistance Program (CalFRESH/SNAP), Women, Infants and Children benefits, or other food assistance;

- e. Earned Income Tax Credit or tax refund;
- f. GI Bill entitlements, hardship duty pay, hazardous duty pay, hostile fire pay, or imminent danger pay;
- g. Adoption assistance payments received pursuant to *WIC* Section 16115 et seq.;
- h. Non-cash assistance or gifts;
- i. All income of any individual counted in the family size who is collecting federal Supplemental Security Income (SSI) or State Supplemental Program (SSP) benefits;
- j. Insurance or court settlements for pain and suffering;
- k. Reimbursements for work-required expenses such as uniforms, mileage, or per diem expenses for food and lodging;
- l. Business expenses for self-employed family members;
- m. When there is no cash value to the employee, the portion of medical and/or dental insurance documented as paid by the employer and included in gross pay; and
- n. Disaster relief grants or payments, except any portion for rental assistance or unemployment.
- o. AmeriCorps Volunteers in Service to America (VISTA) and Federal Emergency Management Agency (FEMA) stipends, room and board, and grants
- p. Guaranteed income payments as defined below.

Administrative costs means costs incurred for administrative activities where neither the family, the child nor the service providers for voucher-based programs and family child care homes directly benefit from the activity. These costs shall be inclusive of indirect costs if applicable. (5 CCR 18013(c)) For Alternative Payment Programs, administrative costs shall include, but not be limited to, costs associated with the dissemination of information on developmental screenings, including information on existing resources and a description of how a family or eligible child care provider may utilize those resources to obtain developmental screenings, as described in Section 9858c of the Title 42 of the United States Code. (*WIC* 10229).

For CalWORKs Stage 1 and Stage 2 (C2AP) programs, serving children birth to 12 years of age, administrative and support services funds may be utilized to provide families at risk of homelessness or escaping domestic abuse a referral

pathway to secure stable child care placement. These services may be provided to the extent possible, in coordination with, and not supplanting, services provided by county human services agencies, and may be provided in partnership with homeless service agencies, domestic violence agencies, or other supportive housing. (WIC 10372.3)

Adult means a person who is at least eighteen (18) years of age. (5 CCR 110152(a)(2))

Agency Self-Evaluation Annual Report is a form issued by the CDSS for use by contractors to submit a summary of their program self-evaluation findings. (5 CCR 18270.5(a) and 18279(c))

Alternative payments includes payments that are made by one child care agency to another agency or child care provider for the provision of child care and development services, and payments that are made by an agency to a parent for the parent's purchase of child care and development services. (WIC 10213.5(a))

Alternative payment program also known as voucher-based programs, means a local government agency or nonprofit organization that has contracted with the CDSS pursuant to WIC 10225.5 or a migrant alternative payment program pursuant to WIC 10225, to provide alternative payments and to provide support services to parents and providers. Types of voucher-based programs include C2AP, C3AP, CAPP, and CMAP. (WIC 10213.5(b))

Applicant or contracting agency means a school district, community college district, college or university, county superintendent of schools, county, city, public agency, private, non-tax-exempt agency, private tax-exempt agency, or other entity that is authorized to establish, maintain, or operate services. Private agencies and parent cooperatives, duly licensed by law, shall receive the same consideration as any other authorized entity with no loss of parental decision-making prerogatives as consistent with the provisions of this chapter. (WIC 10213.5(c))

Approved work activity (also known as welfare to work activity) is an activity contained in the parent's welfare-to-work plan as described and further defined in WIC 11322.6 et seq. and may include:

- a. Unsubsidized employment;
- b. Subsidized private sector employment;
- c. Subsidized public sector employment;
- d. Work experience;
- e. On-the-job training;
- f. Grant-based on-the-job training;

- g. Supported work or transitional employment;
- h. Work-study;
- i. Self-employment;
- j. Community or vocational education and training;
- k. Job search and job readiness assistance;
- l. Education directly related to employment;
- m. Satisfactory progress in secondary school or in a course of study leading to a General Education Development (GED) certification;
- n. Mental health, substance abuse and domestic violence services; or
- o. Other activities necessary to assist an individual in obtaining unsubsidized employment.

Assistance Unit means a group of related persons living in the same home who have been determined eligible for CalWORKs cash assistance by the county. (*California-DSS-Manual-EAS Eligibility and Assistance Standards*, Chapter 82-800 Assistance Unit)

Attendance means the number of children present at a child care and development facility. **Attendance**, for purposes of reimbursement, includes excused absences by children because of illness, quarantine, illness or quarantine of their parent, family emergency, or to spend time with a parent or other relative as required by a court of law or that is clearly in the best interest of the child. (WIC 10213.5(e))

Audit Guide refers to the most recent CDSS Audit Guide, which is a resource for audit requirements and guidance applicable to certain state and federal programs operated by private and public organizations under agreements with the CDSS. The Audit Guide should be used by independent auditors in conducting audits of state and federal child care and development programs.

Authorized representative means, depending upon the specific regulation, either:

- a. A person who has been delegated the responsibility to sign a child in and out of a child care program in the absence of the parent; 5 CCR 18013(f).
- b. A person designated by the contractor to certify eligibility for subsidized services and/or issue a notice of action, application for services or notice of action, recipient of services; (5 CCR 18082(b), 18083(i))
- c. A person designated by the parent that would be allowed to review the child's data file; or (5 CCR 18117(b))

- d. A person designated by the parent to represent the parent at a local hearing upon filing an appeal after receipt of a notice of action. (5 CCR 18120(e))

Benefit to the State means that the activity will improve knowledge or expertise in areas directly related to subsidized child care and development services. (5 CCR 18013(g))

California School Accounting Manual provides accounting policies and procedures, as well as guidance in implementing those policies and procedures.

CalWORKs Cash Aid Recipient means an adult or minor teen parent who receives cash aid from the county welfare department for the CalWORKs or Cal-Learn program. (WIC 10370-10376.5)

Capital Outlay means the amount paid for the renovation and repair of child care and development and preschool facilities to comply with state and local health and safety standards, and the amount paid for the state purchase of relocatable child care and development and preschool facilities for lease to qualifying contracting agencies. (WIC 10213.5)

Ceases Operation means the contractor does not provide subsidized services in accordance with the contractor's program operating calendar submitted to and approved by the Child Care and Development Division for the applicable contract period. (5 CCR 18013(h))

Center-based Programs means all programs providing services directly to children at a licensed center or family child care home and not through the use of an alternative payment voucher. Types of center-based programs include CCTR, CHAN, CMIG and CFCC.

Certified Schedule means the number of hours per day and/or week that a family is approved to receive subsidized child care and development services. (5 CCR 18078)

Child Care Certificate means a certificate that may be a check, or other disbursement issued by a grantee directly to a parent who may use such certificate only as payment for child care services or as a deposit for child care services if a deposit is required by the provider. Nothing in this part shall preclude the use of such certificate for sectarian child care services if freely chosen by the parent. For the purposes of this part, a child care certificate is assistance to the parent, not assistance to the provider. (45 CFR Section 98.2)

Child Care and Development Programs means those programs which offer a full range of services for children from infancy to (13) thirteen years of age, or children with exceptional needs up to 21; for any part of the day, by a public or private agency, in centers and family child care homes. (WIC 10213.5(i))

These programs include voucher-based programs, center-based programs and resource and referral programs and specifically include the following:

- a. General child care and development.
- b. Migrant child care and development.
- c. Resource and referral.
- d. Child care and development services for children with exceptional needs.
- e. Family child care home education network.
- f. Voucher-based program.

Child Care and Development Services means those services designed to meet a wide variety of needs of children and their families, while their parents or guardians are working, in training, seeking employment, incapacitated, or in need of respite. These services may include direct care and supervision, instructional activities, resource and referral programs, and alternative payment arrangements. (W/C 10213.5)

Child Care Provider means an adult or agency that provides child care services pursuant to the W/C 10270-10490 Child Care and Development Services Act. (5 CCR 18400(b))

Child Days of Enrollment for fiscal reporting purposes, means the total number of days every child is certified to attend a center-based program, excluding CFCC, regardless of attendance.

Child Development Fund means the restricted fund used by the contractor to account for contract funds and related net reimbursable program costs. (W/C 10336; 5 CCR 18064)

Child Protective Services (CPS) means children receiving protective services through the local county welfare department as well as children identified by a legal, medical, social service agency or emergency shelter as abused, neglected, or exploited or at risk of abuse, neglect, or exploitation. (5 CCR 18078(c))

Children at risk of abuse, neglect, or exploitation refers to children who are so identified in a written referral from a legal, medical, social services agency, or emergency shelter. (W/C 10213.5(k))

Children with Exceptional Needs means, as set forth in W/C 10213.5 either of the following:

- a. Children under three years of age who have been determined to be eligible for early intervention services pursuant to the California Early Intervention Services Act (Title 14 (commencing with Section 95000) of the Government Code) and its implementing regulations. These children include an infant or toddler with a developmental delay or established risk condition, or who is at high risk of having a substantial developmental disability, as defined in subdivision (a) of Section 95014 of the Government Code. These children shall have active individualized family service plans and shall be receiving early intervention services.
- b. Children 3 to 21 years of age, inclusive, who have been determined to be eligible for special education and related services by an individualized education program team according to the special education requirements contained in Part 30 (commencing with Section 56000) of Division 4 of Title 2, and who meet eligibility criteria described in Section 56026 and, Article 2.5 (commencing with Section 56333) of Chapter 4 of Part 30 of Division 4 of Title 2, and Sections 3030 and 3031 of Title 5 of the California Code of Regulations. These children shall have an active individualized education program and shall be receiving early intervention services or appropriate special education.

Children with severe disabilities or Severely disabled children are children with exceptional needs from birth to twenty-one (21) years of age, inclusive, who require intensive instruction and training in programs serving pupils with the following profound disabilities: autism, blindness, deafness, severe orthopedic impairments, serious emotional disturbance, or severe developmental disability. This also includes those individuals who would have been eligible for enrollment in a developmental center for handicapped pupils under Chapter 7 (commencing with Section 56900) of Part 30 of Division 4 of Title 2 of the Education Code. (W/C 10213.5(y))

Co-located Programs are those that share the same facility but cannot be commingled because they are different types of programs with different program requirements.

Commingled Child Care Services means the provision of services to both subsidized and nonsubsidized children in the same classroom at the same time. (5 CCR 18013(i))

Compliance review or Contract Monitoring Review means that a team of the CDSS staff reviews a contractor's program at the program site to determine compliance with applicable laws, regulations, or contractual provisions. (5 CCR 18023(a)(1))

Contract Period means the time span the contract is in effect as specified in the child development contract. (5 CCR 18013(i))

Co-payment means any usual and customary provider charges that exceed the maximum subsidy amount. The family shall be responsible for paying the provider the difference between the provider's rate and the maximum subsidy amount. This shall be considered the family's co-payment. The contractor shall not be responsible for collecting the family's co-payment. (5 CCR 18220.6(b))

CSPP Four-year-old children means children who will have their fourth birthday on or before December 1 of the fiscal year in which they are enrolled in a California state preschool program, or a child whose fifth birthday occurs after September 1 of the fiscal year in which they are enrolled in a California state preschool and whose parent or guardian has opted to retain or enroll them in a California state preschool program.

CSPP Three-year-old children means children who will have their third birthday on or before December 1 of the fiscal year in which they are enrolled in a California state preschool program. Children who have their third birthday on or after December 2 of the fiscal year, may be enrolled in a California state preschool program on or after their third birthday. Any child under four years of age shall be served in a California state preschool program facility, licensed in accordance with Title 22 of the California Code of Regulations.

Days of Operation means a day in which the contractor provides service, as indicated on the approved program calendar, to one or more certified children enrolled in a Center-Based program, excluding CFCCs. For Alternative Payment and CFCC programs, a day of operation means a day the administrative office is open for business, as indicated on the approved program calendar.

Declaration means a written statement signed by a parent under penalty of perjury attesting that the contents of the statement are true and correct to the best of that parent's knowledge. (5 CCR 18078(d))

Depreciation means a cost in the current fiscal year that is based on acquisition costs, less any estimated residual value, computed on a straight-line method (based on the normal, estimated useful life expectancy of the asset). (5 CCR 18013(k))

Desired Results Developmental Profile is a document used to record the information in the developmental profile defined in 5 CCR Section 18270.5(b) that is incorporated by reference. (5 CCR 18270.5(c))

Desired Results Parent Survey is a document used to solicit information from parents regarding the child care program or services that the child and family receive. (5 CCR 18270.5(d))

Developmental profile means a record of a child's physical, cognitive, social, and emotional development that is used to inform teachers and parents about a child's developmental progress in meeting desired results. In center-based programs, teacher and parent observations shall be included as part of the information used to complete the child's developmental profile. In family child

care home education networks, the observations of agency staff, in consultation with providers, and parents shall be included as part of the information used to complete the child's developmental profile. (5 CCR 18270.5(b))

Disallowed costs means costs that have been incurred but are not reimbursable because they are not reasonable and/or necessary for the performance of the contract or are otherwise non-reimbursable. (5 CCR 18013)

Displace families means to disenroll families in order to reduce service levels due to insufficient funding or inability of a contractor to operate one or more sites because of reasons stated in *WIC* 10272.5; 5 CCR 18078(e).

Diversion services means one-time assistance services provided by the county welfare department, either in cash or in non-cash services, to an otherwise CalWORKs eligible family, when the county welfare department determines that such assistance will help the family avoid becoming a CalWORKs cash aid recipient. (5 CCR 18400(d))

Early learning and care program is defined as "Child Care and Development Program" as set forth in *WIC* 10213.5.

Early childhood mental health consultation services means a service benefitting an infant or toddler who is 0 to 36 months of age, inclusive, and is served in a general child care and development program, or a child who is 0 to 5 years of age, inclusive, and is served in a family child care home education network setting funded by a general child care and development program. (*WIC* 10281(a)(1))

Education program for purposes of program quality means the environment, activities, and services provided to the children. (5 CCR 18270.5)

Educational programs for purposes of determining need for child care and development services means either of the following: (5 CCR 18078)

- a. Classes or courses for English language learner (ELL) or English as a Second Language (ESL); or
- b. Classes or courses to attain a high school diploma, a General Education Development (GED), or a High School Equivalency (HSE) certificate, as specified in Education Code Section 8263(a)(1)(B).

Employment agreement is a formal agreement that specifies the conditions of the relationship between an individual employee and an employer including compensation and expectations. Also referred to as an employment contract.

Environment rating scale means an instrument that measures program quality by rating the education program (5 CCR 18273, the staff development program (5 CCR 18274), and parent involvement and education (5 CCR 18275.)

Environment rating scales include the CDSS most recently used versions of the following (5 CCR 18270.5(f)):

- a. **ECERS** means the document entitled, Early Childhood Environment Rating Scale;
- b. **ITERS** means the document entitled, Infant-Toddler Environment Rating Scale;
- c. **FDCCERS** means the document entitled, Family Child Care Environment Rating Scale;
- d. **SACERS** means the document entitled, School-Age Care Environment Rating Scale;

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceed the lesser of the capitalization level established by the recipient or subrecipient for financial statement purposes, or \$10,000. (2 CFR 200.1)

Expulsion means the permanent dismissal of a child from a program in response to a child's behavior. (WIC 10491)

Family experiencing homelessness is defined as set forth in Section 11434(a)(2) of title 42 of the United States Code, known as *the McKinney-Vento Homeless Assistance Act*.

Family means the parents and the children for whom the parents are responsible who comprise the household in which the child receiving services is living. For purposes of income eligibility and family fee determination, when a child and his or her siblings are living in a family that does not include their biological or adoptive parent, **family** shall be considered the child and related siblings. (5 CCR 18078(i))

Family child care home education network means an entity organized under law that contracts with the CDSS pursuant to WIC 10250 to make payments to licensed family child care home providers and to provide education and support services to those providers and to children and families eligible for state-subsidized child care and development services. A family child care home education network may also be referred to as a family child care home system. (WIC 10213.5(p))

Family child care homes refers to licensed child care provided in a private home. (22 CCR 102352(f))

Family child care provider or provider for purposes of implementation of Building a Better Early Care and Education System (BBECES) means a child care provider

who participates in a state-funded child care and development program and is either of the following:

- a. An individual who operates a family daycare home, as defined in *HSC* Section 1596.78, and who is licensed pursuant to the requirement in *HSC* Section 1596.80.
- b. An individual who provides child care and development services in their own home or in the home of the child receiving care and is exempt from licensing requirements pursuant to *HSC*, Section 1596.792. (*WIC* 10421(b)(1)(B))

Family fee means the families share of cost as determined from the fee schedule. (*WIC* 10290; 5 CCR 18078(k))

Fee schedule means the **Family Fee Schedule** issued by the CDSS pursuant to *WIC* 10290 and 10436. (5 CCR 18078(k))

Family size for all programs means the number of people constituting a “family” as determined by documentation supporting the number of children and parents in the family. (5 CCR 18083.1)

Former CalWORKs cash aid recipient means an adult individual or minor teen parent who has previously received and is no longer receiving cash aid under the CalWORKs or Cal-Learn programs because of, but not limited to, earnings, other income, or a sanction of the adult imposed by county welfare department. (5 CCR 18400(f))

Full signature means the legal signature of the individual (e.g., signature normally used on checks and other documents). If the individual is not literate in written English, the individual may sign with an **X** which must be initialed by the contractor's authorized representative (5 CCR 18065). Pursuant to *WIC* 10232.5 and 10269(b)(1) and (2), the use of a digital signature shall have the same force and effect as the use of a manual signature if it meets established program and technology requirements.

Health Services include, but are not limited to all of the following: (*WIC* 10213.5(q))

- a. Referral, whenever possible, to appropriate health care providers able to provide continuity of medical care.
- b. Health screening and health treatment, including a full range of immunization recorded on the appropriate state immunization form to the extent provided by the Medi-Cal Act (chapter 7 (commencing with Section 14000) of Part 3) and the *Child Health and Disability Prevention Program* (Article 6 (commencing with Section 124025) of Chapter 3 of Part 2 of Division 106 of the Health and Safety Code, but only to the extent that ongoing care cannot be obtained utilizing community resources.

- c. Health education and training for children, parents, staff, and providers.
- d. Follow-up treatment through referral to appropriate health care agencies or individual health care professionals.

Guaranteed income payments means unconditional, recurring, regular, cash payments, whether publicly or privately funded, that are intended to support the basic needs of eligible recipients, including, but not limited to, payments provided through pilot programs and projects receiving funding from the California Guaranteed Income Pilot Program (*WIC* 18997 - 18997.4). (*WIC* 10271.5(f))

Immediate need means a situation in which both subsections (a) and (b) apply:

- a. An eligible parent has a need for child care services pursuant to Welfare and Institutions Code section 10271(a)(1)(B); and
- b. The contractor determines that no child care is reasonably available from a licensed, TrustLine registered or TrustLine-exempt provider that meets the parent's need for care. (5 CCR 18078)

Income eligible or Ongoing income eligible means that a family's adjusted monthly income is at or below 85 percent of the state median income, adjusted for family size.

Income fluctuation means income that varies due to: (5 CCR 18078(n))

- a. Migrant, agricultural, or seasonal work;
- b. Inconsistent and/or unstable employment or self-employment resulting in an inconsistent pattern of income; or
- c. Intermittent, occasional, sporadic, or infrequent earnings or income, including but not limited to bonuses, commissions, lottery winnings, inheritance, back child support payment, overtime, or net proceeds from the sale of real property or stock.

Indirect costs are general and administrative costs that benefit the operations of the entire organization but cannot be identified to specific programs or activities. Examples of indirect costs are described in the federal cost principles codified under the Uniform Guidance (UG), 2 CFR, 200.414. (5 CCR 18013(m))

Indirect cost allocation plan means a written approved justification and rationale for assigning the relative share of indirect costs across more than one program or contract. School districts and county offices of education shall use the CDE approved rate if it is less than ten percent (10%). A Nonprofit's Board of Directors will approve the indirect cost allocation plan. (5 CCR 18013(n) and 2 CFR 200.414)

Initial certification means the formal processes the contractor goes through to collect information and documentation to determine that the family and/or child meets the criteria for receipt of subsidized child care and development services as specified in *WIC* Section 10271(a)(1)(A) and (a)(1)(B), respectively. The dated signature of the contractor's authorized representative on an application for services certifies that the criteria have been met and begins the period of eligibility. (5 CCR 18078(j))

Legally qualified professional means a person licensed under applicable laws and regulations of the State of California to perform legal, medical, health or social services for the general public. (5 CCR 18078(p))

Licensed-exempt provider means an individual or organization that is not required to be licensed, as specified in *HSC* 1596.792, or any other federal law or regulation.

Licensed family child care provider means a child care provider who participates in a state-funded early care and education program, as defined in Section 10421, and is an individual who operates a family daycare home as defined in *H&WC*, Section 1596.78 and is license pursuant to the requirements in *HSC* Section 1596.80. (*WIC* 10491)

Licensed provider means an individual or organization that has obtained a child care license, as specified in 22 CCR 101156; *HSC* 1596.90, et seq.

Maximum reimbursable amount means the total dollar amount of a contract. Reimbursement from the State shall not exceed the maximum reimbursable amount. The initial maximum reimbursable amount shall be the approved original version of the annual contract based on the Budget Act as signed by the Governor. (5 CCR 18013(o))

Maximum subsidy amount means the regional market rate ceiling plus any applicable adjustments for: (5 CCR 18074.1(b))

- a. Evenings and/or Weekends for Licensed Providers pursuant to 5 CCR, Section 18075.1; or
- b. Children with Exceptional Needs pursuant to 5 CCR, Section 18075.2.

Member of the household means a member of the family as defined above.

Migrant agricultural worker family for Migrant Child Care and Development (CMIG) and Migrant Alternative Payment (CMAP) programs, means a family that has earned at least fifty percent (50%) of its total gross income from employment in fishing, agriculture, or agriculturally related work during the twelve (12) month period immediately preceding the date of application services. (*WIC* 10236)

Monthly attendance record or invoice means documentation that includes, at a minimum, the name of the child receiving services, the dates and actual times

care was provided each day, including the time the child entered and the time the child left care each day, that is signed under penalty of perjury by both the parent or guardian and the child care provider, attesting that the information provided is accurate. (*WIC 10227.5*)

Net reimbursable program costs means the portion of the actual and allowable net costs that are incurred in the provision of child care and development services for subsidized children. (5 CCR 18013(p))

New contract means either:

- a. A contract award to applicants who do not currently contract with the CDSS for child care and development services; or
- b. A contract award to current contractor that is for a program type as specified in *WIC 10213.5* that is different than the child development contract(s) currently administered by the applicant. (5 CCR 18000(d))

Notice of Action, Application for Services means a written statement of specific information issued by the contractor that informs the family of the contractor's decision to approve or deny child care and development services.

Notice of Action, Recipient of Services means a written statement of specific information issued by the contractor informing the family changes to services in accordance with 5 CCR 18082.2, 18082.3, 18114, or 18066.5.

Parent means a biological parent, adoptive parent, stepparent, foster parent, caretaker, relative, legal guardian, or domestic partner of the parent as defined in Family Code Section 297, or any other adult living with a child who has responsibility for the care and welfare of the child. (*WIC 10213.5(u)*)

Parental Incapacity means the temporary or permanent inability of the child's parent(s) to provide care and supervision of the child(ren) for part of the day due to a physical or mental health condition. (5 CCR 18078(r))

Parent involvement and education means those activities specifically designed to include parents in the education of their children, help parents participate in the program, and enhance their understanding of child development. (5 CCR 18270.5)

Parent survey means a questionnaire completed by the parent to assess the child care program or services that the child and family receive. The parent survey asks for information about how the program helps parents support their child's learning and development and meets the family's needs. (5 CCR 18270.5)

Position of fiscal responsibility or control for purposes of immediate termination, includes any authority to direct or control expenditure of, or any access to, state or federal child care and development funds received pursuant to this section

whether that authority or access is conferred based on the person's status as an employee, director, manager, board member, or volunteer, or based on any other status. (WIC 10399)

Persistent and serious behaviors means either repeated patterns of behavior that significantly interfere with the learning of other children, or interactions with peers and adults that are not responsive to the use of developmentally appropriate guidance. This includes, but is not limited to physical aggression, property destruction, and self-injury. (WIC 10491)

Private agency or Private contractor means an entity other than a public agency that is tax exempt or non-tax exempt and under contract with the CDSS for the provision of child care and development services. (5 CCR 18013(q))

Program means a general child care and development program, as described in Chapter 7 (commencing with Section 10240), a child care and development service for children with severe disabilities, as described in Chapter 9 (commencing with Section 10270), or a migrant child care and development program, with the exception of migrant alternative payment programs, as described in Chapter 6 (commencing with Section 10235), that serves children from zero to five years of age, inclusive. (WIC 10491)

Program Director means a person who is qualified to serve as a program director, pursuant WIC Sections 10242 and 10380.5.

Program self-evaluation process means those activities and procedures used by the contractor to evaluate its program quality and compliance with applicable laws, regulations, and contractual provisions. (5 CCR 18270.5(i))

Provider

- a. For purposes of abandonment of care, means any person or entity that is contracted or reimbursed to provide subsidized child care and development services. This may include, but is not limited to, voucher-based program providers, family child care home provider, eligible license-exempt provider, or contractor that provides subsidized child care and development services directly to children.
- b. For purposes of implementation of Section IX, *Building a Better Early Care and Education System*, see definition for **family child care provider** above.

Provisional child care provider means an individual, exempt from licensure pursuant to Health and Safety Code sections 1596.792(d) or (t), who provides child care for a child or children of an eligible parent for a period of up to 30 days when there is an immediate need. The provisional child care provider shall have completed a TrustLine application and submitted fingerprints, in accordance with Health and Safety Code sections 1596.603 and 1596.605. (5CCR 18078)

Public agency or Public contractor means a school district, community college district, county superintendent of schools, campus of the California State University or the University of California system, county, city, or other public entity under contract with the CDSS for the provision of child care and development services. (5 CCR 18013(r))

Rate Sheet means a listing the rates charged by the child care provider, including discount or scholarship policies, if any, along with a statement signed by the provider confirming that the rates charged for a subsidized child are equal to or less than the rates charged for a nonsubsidized child. (WIC 10228(c))

Reasonable and necessary costs are those costs that do not exceed what an ordinarily prudent person would incur in the conduct of a competitive business under the circumstances prevailing at the time of the decision to incur the cost, and whether the cost is of a type recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of the award. (45 CFR 75.404; 5 CCR 18013)

Recertification means the formal processes the contractor goes through to collect information and documentation to determine that the family and/or child continues to meet the criteria for receipt of subsidized child care and development services as specified in WIC 10271(a)(1)(A) and (a)(1)(B), respectively. The dated signature of the contractor's authorized representative on an application for services certifies that the criteria have been met and begins the period of eligibility. (5 CCR 18078(t))

Recipients of service means families and/or children enrolled in a child care and development program subsidized by the CDSS. (5 CCR 18078(u))

Regional market rate ceilings means the maximum amount calculated by the CDSS that providers in different regions of the state may be reimbursed for the same type of child care for the same age child in accordance with statutory ceilings currently in effect. (5 CCR 18074.1(c))

Restricted income means income which the donor designates may only be expended for specific limited purposes that would be reimbursable according to the contract. (5 CCR 18013)

Sectarian organization or **sectarian child care provider** means any organization or provider that engages in religious conduct or activity or that seeks to maintain a religious identity in some or all of its functions. (45 CFR Part 98.2)

Self-Certification of Income means a declaration signed by the parent under penalty of perjury identifying: (5 CCR 18078(v))

- a. To the extent known, the employer, address, and date of hire and stating the rate and frequency of pay, total amount of income received for the preceding month(s), the type of work performed, and the hours and days worked; or
- b. Families who are recipients of a means-tested program, pursuant to *WIC* 10271, the income declared on the application for the means-tested government program, and a statement indicating the parent does not have access to the application.
- c. That the parent does not have income from employment and any source of income used to support the family including non-wage income.

Service agreement is a legal instrument by which the agency purchases services needed to carry out the child care and development programs. Legal instruments that include services which are clearly incidental to the agreement are not considered service agreements.

Service delivery area means the community, geographic area, or political subdivision in which the child care and development services are to be provided as specified in the Request for Applications. (5 CCR 18000(f))

Site supervisor means a person, who, regardless of his or her title, has operational program responsibility for a child care and development program at a single site. A site supervisor shall hold a permit issued by the Commission on Teacher Credentialing that authorizes supervision of a child care and development program operating in a single site. The CDSS may waive the requirements of this subdivision if the CDSS determines that the existence of compelling need is appropriately documented. (*WIC* 10213.5(aa))

Social service agency means an agency that, in the course of day-to-day business, provides personal counseling, personal or group therapy provided by personnel properly certified or licensed under California law. Examples of such agencies include county welfare departments and county mental health departments.

Staff development program means those activities that address the needs, interests, and skills of program staff or service providers to improve program quality. (5 CCR 18270.5(j))

Stage 1 means the first stage of CalWORKs child care services. Stage 1 child care services are administered by the CDSS through county welfare departments pursuant to *WIC* 10371. Stage 1 child care begins when authorized by the county welfare department. (5 CCR 18400(n)).

Stage 2 means the second stage of CalWORKs child care services. Stage 2 child care services are administered by the CDSS through contracts with Alternative Payment program providers pursuant to *WIC* 10372. Stage 2 child care begins when the county welfare department determines that a CalWORKs family is

stable and transfers the family to a Stage 2 child care contractor for child care services, or a family applies and is found eligible for Stage 2 services. (5 CCR 18400(o))

Stage 3 means the third stage of CalWORKs child care services. Stage 3 child care services are administered by the CDSS through contracts with Alternative Payment program providers pursuant to *W/C 10372.5*. Stage 3 child care begins when a CalWORKs family receiving Stage 1 or Stage 2 child care services has fully utilized the family's twenty-four (24) months of eligibility to Stage 1 and Stage 2 child care services following the date the adult stopped receiving cash assistance. (5 CCR 18400(p))

Standard reimbursement rate means that rate established by the CDSS pursuant to *W/C 10280* and *10213.5(ab)*.

Start-up costs also known as "service level exemption" means those expenses an agency incurs in the process of opening a new or additional facility before the full enrollment of children.

State median income means the most recent median income for California families as determined by the State Department of Finance (DOF). (*W/C 10271.5(c)*)

Subcontract means a written agreement between the contractor and any entity to perform a service on behalf of the contractor.

Subcontract for child care and development services means a specific type of subcontract where the contractor enters into a written agreement with another entity to carry out all or part of the child care and development services.

Subsidized families means eligible families who are receiving child care and development services and on whose behalf the CDSS is providing a reimbursement, in whole or in part. (5 CCR 18074.1(d))

Support services means those services which, when combined with child care and development services, help promote the healthy physical, mental, social, and emotional growth of children and families. Support services include, but are not limited to, protective services, parent training, provider and staff training, transportation, parent and child counseling, child development resource and referral services, and child placement counseling. (*W/C 10213.5(ae)*)

For CalWORKs Stage 1 and Stage 2 (C2AP) programs, serving children 0 to 12 years of age, administrative and support services funds may be utilized to provide families at risk of homelessness or escaping domestic abuse a referral pathway to secure stable child care placement. These services may be provided to the extent possible, in coordination with, and not supplanting, services provided by county human services agencies, and may be provided in partnership with homeless service agencies, domestic violence agencies, or other supportive housing. (*W/C 10372.3*)

Suspension means any removal of a child from all or part of the program day, or the prevention of a child from attending the program for one or more days, in response to the child's behavior. (W/C 10491)

Time Out means that a family receiving CalWORKs Stage 1 or Stage 2 child care services becomes ineligible for Stage 1 or Stage 2 because the adult has been off cash aid for twenty-four (24) months. (5 CCR 18400(r))

Total contract amount for the purposes of determining the limit of allowable administrative and program support services for Alternative Payment type programs means either the initial maximum reimbursable amount or the total of direct payments to providers, which includes family fees for certified children and interest earned on advanced contract funds, plus reimbursable administrative and support services costs, whichever is greater. (5 CCR 18013(u))

Total countable income means all income of the individuals counted in the family size (5 CCR 18078(w)) including, but not limited to, the following:

- a. Gross wages or salary, advances, commissions, overtime, tips, bonuses, gambling, or lottery winnings;
- b. Wages for migrant, agricultural, or seasonal work;
- c. CalWORKs cash aid;
- d. Gross income from self-employment less business expenses with the exception of wage draws;
- e. Disability or unemployment compensation;
- f. Workers' compensation;
- g. Spousal support, child support received from the former spouse or absent parent, or financial assistance for housing costs or car payments paid as part of or in addition to spousal or child support;
- h. Survivor and retirement benefits;
- i. Dividends, interest on bonds, income from estates or trusts, net rental income or royalties;
- j. Rent for room within the family's residence;
- k. Financial assistance received for the care of a child living with an adult who is not the child's biological or adoptive parent;
- l. Veterans' pensions;
- m. Pensions or annuities;

- n. Inheritance;
- o. Allowances for housing or automobiles provided as part of compensation;
- p. Insurance or court settlements for lost wages or punitive damages;
- q. Net proceeds from the sale of real property, stocks, or inherited property; or
- r. Other enterprise for gain.

Total expenditures means all costs for the provision of subsidized services under the contract and any nonsubsidized services which are provided in commingled classrooms. (5 CCR 18013(v))

Variable schedule as provided in WIC 10227.5, means a schedule in which the total number of hours worked each week is inconsistent and/or unstable from week to week. (5 CCR 18078)

Vocational training means an educational or job training/apprenticeship/internship program courses and/or classes leading to a recognized trade, paraprofession or profession. (5 CCR 18078)

Unnecessarily increase the value means an improvement of a site beyond what is required to meet California Code of Regulations, title 22, *Community Care Licensing Standards* 5 CCR 18013

Unrestricted income means income that has no restrictions regarding use by the donor, and income restricted by the donor for purposes that are not reimbursable according to the contract, including income for services to children not subsidized by the contract. (5 CCR 18013)

Unsubsidized or nonsubsidized means children or families that are not subsidized as defined above. (5 CCR 18074.1(e))

Use allowance means an alternate method for claiming the use of the contractor's assets as a cost when depreciation methods are not used. (5 CCR 18013(y))

Voucher-based programs see "Alternative payment program" definition.

Welfare-to-work activity means a county welfare department approved work activity, as defined above. (5 CCR 18400(s))



REQUEST FOR PROPOSALS

**GENERAL CHILDCARE AND DEVELOPMENT PROGRAM
("CCTR"),
AFTER SCHOOL EDUCATION AND SAFETY PROGRAM
("ASES"),
AND EXPANDED LEARNING OPPORTUNITIES PROGRAM
("ELO-P") SERVICES
(SCHOOL-AGE PROGRAMS)**

RFP # _____

ISSUED: JANUARY 7, 2026

RFP FOR GENERAL CHILDCARE AND DEVELOPMENT PROGRAM ("CCTR"), AFTER SCHOOL EDUCATION AND SAFETY PROGRAM ("ASES") AND EXPANDED LEARNING OPPORTUNITIES PROGRAM ("ELO-P") SERVICES

Table of Contents

NOTICE OF RFP AND RFP SCHEDULE	3
I. INTRODUCTION	5
II. GENERAL INFORMATION	5
A. Limitations and District's Right to Reject	5
B. Full Opportunity	5
C. Restrictions on Lobbying and Contacts	6
D. Limitations	6
III. SCOPE OF SERVICES	6
IV. REQUIRED INFORMATION AND FORMAT	9
A. Cover Letter	9
B. Organizational Information	10
C. Relevant Qualifications	11
D. Litigation History/Disciplinary Action	11
E. Proposed Budget and Contract Amount	12
F. Child Care Requirements	12
V. SELECTION PROCESS	14
A. Criteria	14
B. District Investigations	14
C. Interviews	15
D. Final Determination and Award	15

ATTACHMENTS:

- A. Subcontract for General Childcare and Development (CCTR) Services**
- B. CDSS Funding Terms and Conditions (FT&C) for CCTR**
- C. CDSS Program Requirements for CCTR**
- D. Independent Contractor Agreement for ASES and ELO-P Services**

NOTICE OF REQUEST FOR PROPOSALS
**RFP FOR GENERAL CHILDCARE AND DEVELOPMENT PROGRAM ("CCTR"), AFTER
SCHOOL EDUCATION AND SAFETY PROGRAM ("ASES"), AND EXPANDED LEARNING
OPPORTUNITIES PROGRAM ("ELO-P") SERVICES**

(SCHOOL-AGE PROGRAM)

RFP # _____

NOTICE IS HEREBY GIVEN that Sausalito Marin City School District ("District") is requesting proposals from interested and qualified organizations to provide services for the District's General Childcare and Development Program ("CCTR"), After School Education and Safety Program ("ASES"), and Expanded Learning Opportunities Program ("ELO-P") School-Age Program, serving children ages 4 to 14 (grades TK through 8), during the 2026-27 school year, at the District's Dr. Martin Luther King Jr. Academy Nevada Campus, located at 636 Nevada Street in Sausalito, California.

Respondents to this Request for Proposals ("RFP") should submit an electronic version of their proposal and all other documents required by this RFP ("Proposal") in PDF format via email with the subject "CCTR/ASES/ELOP School-Age RFP - [Respondent's Name] Proposal" to:

Elizabeth Henry, Director of Instruction
ehenry@smcsd.org

FAXED OR MAILED RESPONSES WILL NOT BE ACCEPTED.

ALL PROPOSALS ARE DUE BY 5:00 P.M. ON FRIDAY, FEBRUARY 13, 2026. Any Proposal received after that date and time will not be accepted.

If you have any questions regarding this RFP, please contact Elizabeth Henry, Director of Instruction by emailing ehenry@smcsd.org no later than 3:00 P.M. on Monday, January 26, 2026. Questions must be submitted in writing and answers will be posted on the District's website at <https://www.smcsd.org> under the "About Us" tab by 5:00 P.M. on Wednesday, January 28, 2026.

RESPONDENTS ARE RESPONSIBLE FOR READING THIS RFP IN ITS ENTIRETY. Each Proposal must conform and be responsive to the requirements set forth in this RFP. The District reserves the right to waive any informalities or irregularities in received Proposals. Further, the District reserves the right to reject any and all proposals and to negotiate contract terms with one or more respondents for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a Respondent is responsive, responsible, and qualified.

The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. In no event will the District be responsible for the cost of preparing a response to the RFP. All Respondents will be responsible for obtaining any addendums to the RFP which will be posted in the same manner as the RFP documents. No Proposal shall be withdrawn for a period of sixty (60) days after it is submitted to the District.

RFP SCHEDULE

EVENT	DATE
RFP Issued	Wednesday, January 7, 2026
Deadline for Questions from Respondents	Monday, January 26, 2026, 3:00 PM
Responses to Questions Published on District's Website	Wednesday, January 28, 2026, 5:00 PM
Deadline to Submit Proposals	Friday, February 13, 2026, 5:00 PM
Evaluation Period	Begins Week of February 16, 2026
Interviews (if any)	Week of February 23, 2026
Letter of Intent to Award Contract(s)	Monday, March 2, 2026
Board Meeting for Award of Contract(s)	Thursday, March 12, 2026

The District reserves the right to change the dates on the RFP Schedule without prior notice.

RFP INSTRUCTIONS

I. INTRODUCTION

The Sausalito Marin City School District ("District") is a California public school district located in southern Marin County that serves students in TK through 8th grade, the majority of which are residents of Marin City and Sausalito. The District serves approximately 265 students at its Dr. Martin Luther King, Jr. Academy's Nevada Campus.

The District is seeking Proposals in response to this Request for Proposals ("RFP") from licensed and experienced child care providers to operate the District's CCTR Program, After School Education and Safety ("ASES") Program, and Expanded Learning Opportunities Program ("ELO-P") for school-age children in grades TK through 8 (4 to 14 years of age) (collectively, "Program"). The Program will be offered at the District's Dr. Martin Luther King, Jr. Academy, Nevada Campus, located at 636 Nevada Street in Sausalito, for the 2026-2027 school year (beginning on July 1, 2026, and ending June 30, 2027).

While Respondents may submit a Proposal for either or both: (i) the CCTR Program, and (ii) the ASES & ELO-P Programs, the District prefers a single child care provider to operate a single, comprehensive program covering all scopes.

II. GENERAL INFORMATION

A. Limitations and District's Right to Reject

The District, in its sole discretion, reserves the right to:

- Accept or reject any and all Proposals, or any portion or combination thereof;
- Contract with any responding entity, or several responding entities, in whatever manner the District decides; and/or
- Waive any informality or non-substantive irregularity, not affected by law, as the interests of the District may require.

This RFP is not an offer by the District to contract with any party responding to this RFP. The District reserves the right to reject any and all responses, and likewise, the District reserves the right to contract with any entity responding to this RFP. The District also reserves the right to amend this RFP as necessary. This RFP does not commit the District to select any entity and the District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing a response to this RFP. The awarding of a contract, if at all, is at the sole discretion of the District. All decisions concerning firm selection will be made in the best interests of the District.

B. Full Opportunity

The District hereby affirms that Disadvantaged Business Enterprises (DBE), Small Local Business Enterprises (SLBE), Small Emerging Local Business Enterprises (SELBE), Disabled Veterans Business Enterprises (DVBE), and minority and women business enterprises shall be afforded full opportunity to submit proposals in response to this RFP and that no respondent will be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in any consideration leading to the award of a contract. No qualified disabled person shall, on the basis of

disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

C. Restrictions on Lobbying and Contacts

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of a contract, no person, or entity responding to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process, or the award of the contract(s) with any member of the District's Board of Trustees, selection committee members, or with any employee of the District, except for clarifications and questions addressed to the District representative authorized to receive such inquiries as identified in this RFP. Any other such contact with an unauthorized District representative shall be grounds for the disqualification of the entity submitting a Proposal.

D. Limitations

The District reserves the right to reject any or all Proposals, to waive any irregularities or informalities not affected by law, to evaluate each Proposal, and to award contracts, if any, according to the Proposals which best serves the interest of the District at a reasonable cost to the District.

The Respondent's Proposal, including any other supporting materials submitted to the District in response to this RFP, will not be returned and will become the property of the District, and thus public records, unless portions of the materials are designated as proprietary at the time of Proposal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, Proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an agreement approved by the District's Board of Trustees, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any Proposal.

III. SCOPE OF SERVICES

The District is seeking Proposals in response to this RFP from licensed and experienced child care providers to operate the District's General Childcare and Development ("CCTR") Program, After School Education and Safety ("ASES") Program, and Expanded Learning Opportunities Program ("ELO-P") for school-age children in grades TK through 8 (4 to 14 years of age)(collectively, "Program"). The Program will be offered at the District's Dr. Martin Luther King, Jr. Academy, Nevada Campus, located at 636 Nevada Street in Sausalito, for the 2026-2027 school year (beginning on July 1, 2026, and ending June 30, 2027).

While Respondents may submit a Proposal for either or both: (i) the CCTR Program, and (ii) the ASES & ELO-P, the District prefers a single child care provider to operate a single, comprehensive Program. The final scope of services to be provided will be based on the selected Respondent's Proposal, which will be incorporated into the form of agreements attached to this RFP as **Attachment "A" (Subcontract for General Childcare and Development (CCTR) Services)** and **Attachment "D" (Independent Contractor Agreement for ASES and ELO-P Services)** (each and "Agreement," and together the "Agreements"). Respondents are required to fully review the Agreements and be familiar with and understand the requirements set forth and referenced in the Agreements prior to submitting a Proposal.

A. CCTR Program

The District will be renewing its state funding for CCTR for the 2026-27 school year. The state funding is allocated by the Child Care and Development Division of the California Department of Social Services with the purpose of building and strengthening an equitable, comprehensive, quality, and affordable child care and development system for children and families. Accordingly, the intent of the state funding is to expand full-day/full-year CCTR services to eligible children, based on the needs of families in the communities served by the District and based on priorities set forth in law.

District students will be served in the CCTR Program, however, the program should accommodate any eligible children. The CCTR services will be provided to eligible children, as defined in California Welfare and Institutions Code ("WIC") Section 10213.5i and WIC Section 10213.5(l)(2).

Any organization selected as a result of this RFP would be a subcontractor of the District to provide the CCTR services to eligible children, according to state funding and programmatic requirements set forth in an agreement between District and CDSS and in CDSS requirements and applicable law. Any subcontract proposed to be awarded is subject to CDSS approval, an effective contract between the CDSS and the District, state allocation of CCTR funding, and the terms and conditions required by CDSS for CCTR funding. Any renewal of an approved subcontract will also be subject to CDSS approval and state allocation of CCTR funding.

The **CDSS Funding Terms and Conditions (FT&C) for CCTR** attached to this RFP as **Attachment "B,"** and the **CDSS Program Requirements for CCTR** attached to this RFP as **Attachment "C,"** are those currently in effect for the 2025-2026 school year, and any updated CDSS FT&C and Program Requirements for CCTR issued for and effective for the 2026-27 school year shall be incorporated into any Agreement awarded as a result of this RFP. The selected subcontractor is also required to follow all requirements in the federal School Accounting Manual as well as the CDSS Audit Guide, both available on the CDSS web page: <https://cdss.ca.gov/inforesources/child-care-and-development>.

Current student enrollment in CCTR for the 2025-26 school year is 50 children, with a total of Five Hundred Forty-Four Thousand and 00/100 Dollars (\$544,000.00) allocated to the District for the program. Student enrollment and funding amounts are provided to give Respondents an approximation and is not guaranteed for the 2026-27 school year. While the amount of funding for CCTR will not change for the 2026-27 school year, the compensation to be provided to the awarded subcontractor will be based on the Proposal selected.

B. ASES Program and ELO-P

ASES and ELO-P are state funded by the California Department of Education ("CDE") with the purpose to provide expanded learning programs afterschool during regular school days and during intersession and summer breaks. The ASES Program is governed by Education Code Section 8482, and ELO-P pursuant to Education Code Section 46120.

The ASES and ELO-P expanded learning activities shall focus on developing the academic, social, emotional, and physical needs and interests of children through hands-on and engaging learning experiences. The program should be pupil-centered, results driven, including community partners, and complement (but do not replicate) learning activities in the regular school day. Each component of the program shall consist of the following two elements:

1. An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

2. An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

The District encourages its ASES and ELO-P provider to create partnerships with local community resources to provide literacy, academic enrichment and safe constructive alternatives for students.

Pursuant to Education Code section 8482.6, the program may charge family fees provided that such fees shall be on a sliding scale that considers family income and ability to pay. Program fees and sliding scale shall be subject to District approval. Fees shall be waived for children who are English language learners, eligible for free or reduced-priced meals, for a child that is a homeless youth as defined by the federal McKinney-Vento Homeless Assistance Act (42 United States Code Section 11434a), or for a child who is known to be in foster care.

Current student enrollment in ASES/ELO-P for the 2025-26 school year is 120 children, with a total of Two Hundred Ninety-Eight Thousand, Four Hundred Forty-Eight and 00/100 Dollars (\$298,448.00) allocated by the District for the program: ASES funding in the amount of One Hundred Thirty Thousand, Six Hundred Two and 00/100 Dollars (\$130,602.00); and ELO-P funding in the amount of One Hundred Sixty-Seven Thousand, Eight Hundred Forty-Six and 00/100 Dollars (\$167,846.00). Student enrollment and funding amounts are provided to give Respondents an approximation and is not guaranteed for the 2026-27 school year. The CDE will be establishing the funding amount to be allocated to the District for the 2026-27 school year in March of 2026. The compensation to be provided to the awarded contractor will be based on the final amount allocated to District by the CDE and the Proposal selected.

C. District Program Requirements

CCTR, ASES, and ELO-P Services should be provided Monday through Friday with the program operating after school and during 30 intersession days. The District's goal is to ensure District's families and students have the access they need to childcare year round, not just during the school year, so that they may overcome the barriers they face, to provide opportunity and supportive spaces.

Meals and snacks shall be provided to Program participants and shall conform to the nutrition standards in The Pupil Nutrition, Health, and Achievement Act of 2001 (Education Code Sections 49430–49434) and the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code Section 1766).

District encourages Respondents to include in their Proposal whether the Respondent proposes to fundraise, seek grant funds, subsidize tuition, offer no cost tuition, or other means of supplementing the state funding and creating accessibility to the program.

The service delivery model must offer comprehensive services. The curriculum for the Program must be rooted in the rich cultural and historic vibrancy of the District's community and connection to community resources, parent education, referrals to health and social services for families, and complement the District's community school model and services. As well as providing academic support, the Services will have a strong emphasis on the creative arts (e.g., music, dance, spoken word, drama and art).

Any organization selected must have experience working with families and students from a multiethnic and diverse cultural background in the District's community. The District's current school-age enrollment for the 2025-26 school year is: 35 TK students (ages 4-5), 22 Kindergarten students (ages 5-6), 24 1st grade students (ages 6-7), 27 second grade students (ages 7-8), 23 third grade students (8-9), 25 4th grade students (ages 9-10), 28 5th grade students (ages 10-11), 29 6th grade students (ages 11-12), 31 7th grade

students (ages 12-13) and 15 8th grade students (age 13-14). Of District's current school age students, 143 are low income, homeless or foster youth.

The District's student enrollment consists of approximately 27% African American students, 25.5% Hispanic or Latino students, 30.1% white students, 6.4% Asian students, 16% English Learners, 18% Special Education students. District's students speak: Spanish, Urdu, Farsi (Persian), Gujarati, Arabic, Hindi, French, Portuguese, Castilian Spanish, Vietnamese, Russian, among others. The majority of District's families work in trades, retail, food service, education. Many of District's families come from high trauma backgrounds, live in public housing, and/or come from immigrant backgrounds. The District's families often need transportation to and from school, support with attendance, chronic absenteeism, clothes, food, access to health care and mental health supports, life skills, mentoring, healthy eating and exercise, parenting classes, volunteer training, leadership training, job training, and education.

IV. REQUIRED INFORMATION AND FORMAT

Organizations responding to this RFP must comply with the following format requirements. Proposals must be in 8-1/2 x 11-inch format. Proposals shall be divided in sections, labeled with boldface headers for each document listed below (e.g., the first divider shall be entitled "Cover Letter," the second divider shall be entitled "Organizational Information", and so forth).

While Respondents may submit a Proposal for either or both (i) the CCTR Program, and (ii) the ASES & ELO-P, the District prefers a single child care provider to operate a single, comprehensive program.

Respondents shall e-mail an electronic copy of their Proposal in PDF format with the subject "CCTR/ASES/ELOP School-Age RFP - [Respondent's Name] Proposal" to Elizabeth Henry, Director of Instruction at ehenry@smcsd.org no later than the submission date indicated in this RFP's schedule.

The Proposal is to demonstrate the qualifications, competence, and capacity of the organization. All Proposals shall address the following items in the order listed below:

A. Cover Letter

Provide a letter of introduction signed by an authorized officer of the Respondent organization **not to exceed two (2) pages**. The Cover Letter shall include all of the following:

- Include a brief description of why Respondent is well suited for, and can meet, the District's needs.
- Whether the Respondent's Proposal is submitted either for CCTR or ASES/ELO-P or for both CCTR and ELO-P.
- Total number of pages of the Proposal, including the Cover Letter.
- Clearly identify the individual(s) who are authorized to speak for the Respondent during the evaluation process.
- Include one (1) of the following statements:
 - o "[INSERT RESPONDENT'S NAME] received a copy of the District's form of Subcontract for General Childcare and Development (CCTR) Services attached as Attachment "A" to the RFP, and the District's form of Independent Contractor Agreement for ASES and ELO-P Services attached as Attachment "D" to the RFP (each an "Agreement," and together the

"Agreements"). [INSERT RESPONDENT'S NAME] has reviewed the indemnity provisions and insurance provisions contained in the Agreement(s). If given the opportunity to contract with the District, [INSERT RESPONDENT'S NAME] has no objections to the use of the Agreement(s)."

OR

- o "[INSERT RESPONDENT'S NAME] received a copy of the District's form of Subcontract for General Childcare and Development (CCTR) Services attached as Attachment "A" to the RFP, and the District's form of Independent Contractor Agreement for ASES and ELO-P Services attached as Attachment "D" to the RFP (each an "Agreement," and together the "Agreements"). [INSERT RESPONDENT'S NAME] has reviewed the indemnity provisions and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT RESPONDENT'S NAME] has objections to the use of the Agreement(s), listed in detail in the Appendix to this Proposal."
- o **Any objections and proposed changes to the Agreement(s) attached hereto as Attachment "A" and/or Attachment "D" may be the subject of inquiry during the evaluation process and may be considered waived if not raised in the Respondent's Proposal. Objections or proposed changes to terms and conditions required by CDSS for CCTR or CDE for ASES/ELO-P shall not be considered.**
 - Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
 - Respondent shall certify that no official or employee of Respondent has ever been convicted on an ethics violation.
 - Respondent shall make an affirmation that its Proposal shall not be withdrawn for a period of sixty (60) days after the date of Proposal to the District.
 - Respondent shall sign and add the following language: *"By virtue of submission of this Statement of Qualifications and Proposal, [INSERT RESPONDENT'S NAME] declares that all information provided is true and correct."*

B. Organizational Information

This section should provide a brief description of the organization, including:

- Organization name, address, telephone number, fax number (if any), website, and name and email of primary contact for the Proposal.
- Federal Tax Identification Number.
- License and/or Registration Number.
- Type of organization (e.g., corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage of interest of each provider.

- A brief description and history of the organization, including number of years the provider has been in business, and the date the provider was established under its given name.
- Number of employees and names and titles of employees of the provider.

C. Relevant Qualifications

This section should provide a brief statement of interest and qualifications for providing the requested services, including:

1. Personnel: Submit resume(s) or profiles of the key individuals who will be tasked to provide the requested services, including their qualifications and recent related experience providing similar services.

2. Past Performance: Provide a description of past performances of similar childcare services and related experience. This section must include a list of public agencies, including school districts, for which Respondent has provided similar services. Please include:

- The last five (5) engagements of a similar nature that Respondent has performed;
- A list of all CCTR and/or ASES and ELO-P programs the organization is currently operating or has operated in the past with descriptions for each program;
- The most relevant and significant engagements of a similar nature that Respondent has performed in the last five (5) years; and
- A list of client references that are school districts of a comparable size and structure to the District, indicated the date of the work performed, the scope of the work, and the name, title, telephone number, and email of the primary client contact.

3. Capacity and Methodology: Please confirm that the organization has the capacity to provide the requested services for our District. Further, please describe the methodology and approach used by the organization to provide services.

D. Litigation History/Disciplinary Action

1. Litigation: Provide the following information concerning the organization's litigation history:

- A comprehensive five (5) year summary of the Respondent's pending or recent litigation, arbitration, mediation, and negotiated/settlement history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome.
- A comprehensive five (5) year summary of pending or recent litigation, arbitration, mediation, and negotiated/ settlement history to which any of your current or previous clients were a party whereby the dispute at issue involved or concerned services performed by your organization. State the issues in the litigation, the status of the litigation, names of parties, and outcome.

A Proposal that fails to provide the requested information on lawsuits or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

2. Disciplinary Action: Provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past five (5) years with state or federal regulatory bodies or professional organizations.

E. Proposed Budget & Contract Amount

1. Budget Narrative. Provide a budget narrative of revenue and expenses for the term of the proposed Agreement(s) that includes the program needs and the requirements of this RFP, the Agreement(s), and requirements for the respective programs. One budget narrative is required for each: (i) CCTR, and (ii) ASES/ELO-P. Proposals must affirmatively state that the organization has the financial capacity to receive reimbursement for allowable expenses from CCTR and/or ASES and ELO-P funds in arrears.

In addition, include any plans to fundraise, seek grant funds, subsidize tuition, offer no cost tuition, or other means of supplementing the state funding to enhance and create greater accessibility to the program.

2. Line-Item Budget. Provide a detailed line-item budget for the term of the proposed Agreement for CCTR and/or ASES and ELO-P. One line-item budget is required for each: (i) CCTR, and (ii) ASES/ELO-P.

3. Proposed Contract Amount. Provide the proposed not-to-exceed amount for delivering the needed services for each: (i) CCTR and, and (ii) ASES/ELO-P, which amounts will be included in any awarded Agreement(s). The contract amount(s) must be clearly indicated in and supported by the budget narrative and the line-item budget.

4. Financial Statement. The most recent, audited financial statement to ensure the organization has the financial ability to perform the contract.

F. Child Care Requirements

Proposals shall address the following in narrative format:

1. Educational/Enrichment/Recreational Program

- ❑ What are the programs and the curriculum that you will offer? Include educational services such as academic enrichment and support, cultural enrichment, and creative arts. Include recreational services such as free play, outdoor play, organized games, etc.
- ❑ How will the program be delivered (e.g. one-on-one, small groups, whole group)?
- ❑ How will your programs and services meet the developmental stage/needs of the children they will serve?
- ❑ How is your program culturally responsive and inclusive of all participants?
- ❑ What are the opportunities for family engagement in your program?
- ❑ What are the qualifications of the staff working with the children?
- ❑ What is your ratio of adult : child? What is your ratio of licensed child care personnel : child? How do you ensure that you provide an appropriate adult to child ratio depending on the development stage of each child?
- ❑ What is a typical daily schedule?
- ❑ What is your plan to provide meal and snacks, including ensuring the applicable nutritional standards are met?
- ❑ What are the enrollment limits? Provide age and/or total capacity limits based on staffing.
- ❑ How will the age groups be separated in the facility and by activity?
- ❑ What are the behavior management policies and procedures in place?

- ❑ Are individual goals or plans developed for each child? How is a child's progress assessed and how is this information shared?
- ❑ Provide a timeline of steps toward operation and earliest date of operation. Timeline should include the approximate timeframe for each of the steps, activities and any additional prerequisites that must be fulfilled before the program begins (i.e., when children are served). Include a description of any anticipated delays.
- ❑ Please describe any other programming that you may be able to provide other than during the scheduled school year (e.g., weekends, holidays, summer or intersession breaks).

2. ASES and ELO-P

- ❑ How do your proposed programs and curriculum comply with ASES and ELO-P, including each criteria set forth in Education Code sections 8482.1(a) and 8482.3(c)(1)?
- ❑ Describe any proposed plans to partner with community-based organizations to deliver any program components.
- ❑ Confirm that you can meet the District's staffing requirements as set forth in the form of Independent Contractor Agreement for ASES & ELO-P.

3. Health and Safety

- ❑ How will you comply with licensing regulations?
- ❑ How will you report safety issues to the District?
- ❑ What is the policy for serving children who aren't feeling well or have signs of illness?
- ❑ Are all staff certified in First Aid and CPR?
- ❑ What accommodations will you make for children with special health and/or educational or behavioral needs?
- ❑ What will be the sign in/sign out procedures for arrival and dismissal?
- ❑ Describe any emergency drills and/or procedures.

4. Customer Service

- ❑ Please describe your experience in providing child care to ethnically and multiculturally diverse communities.
- ❑ How will you measure District and parent satisfaction with your services?
- ❑ What procedures do you propose to have in place for parent complaints and reporting to the District?
- ❑ How can parents contact the staff during the day?
- ❑ How are parents informed of their child's program, activities, progress, and needs?
- ❑ How do you propose reporting to District the Program's progress, successes, and improvement areas?
- ❑ How will you advertise or promote your services to recruit eligible families?
- ❑ How will you build and maintain relationships with parent engagement groups of the District, such as parent teacher organizations, District's English Language Advisory Committee, District's Local Control Accountability Plan Committee, and affinity parent groups?
- ❑ Are you able to provide one-on-one support in explaining the Program and state requirements to parents, and assisting parents in completing paperwork requirements for enrollments?
- ❑ What is your proposed approach to communicating and collaborating with District staff?

V. SELECTION PROCESS

A. Criteria

The District will evaluate all Proposals that meet the deadline for submission and are responsive to the submission requirements. Each Proposal must be complete. Incomplete Proposals will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a Respondent is responsive, responsible, and qualified. During the evaluation period, the District will identify the Respondent(s) that can provide the greatest overall benefit to the District.

In determining the responsibility of a Respondent, the following criteria will be considered:

- The qualifications, ability and capacity of the Respondent to perform the required services;
- Whether the Respondent can perform the services promptly, or within the time specified, without delay or interference;
- The character, integrity, reliability, reputation, judgment, experience and efficiency of the Respondent;
- The quality of performance under previous agreements or for similar services;
- The previous and existing compliance by the Respondent with laws relating to the proposed Agreement and the Program, including the required licenses;
- The affirmation of the Respondent to enter into the proposed Agreement with no objection.

Proposals will first be evaluated by District staff to confirm that the proposals are complete and Respondents are eligible to provide the services requested. Proposals which are deemed responsive and eligible for evaluation will be forwarded to the District's selection committee, which will evaluate the proposals based on the criteria listed below:

CRITERIA	SCORING WEIGHT
Educational/Enrichment/Recreational Program	30%
Health and Safety	20%
Proposed Budget & Contract Amount	20%
Plans to Subsidize or Supplement Funding	15%
References & Customer Service	15%
TOTAL	100%

B. District Investigations

The District may perform investigations of Respondents that extend beyond contacting the references identified in the Proposals. The District may request a Respondent to submit additional information pertinent to the review process. The District also reserves the right

to investigate and rely upon information from other available sources in addition to any documents or information submitted.

C. Interviews

The District's selection committee or District staff, within the District's sole discretion, may select Respondents to interview as part of the evaluation. By responding to this RFP, Respondent acknowledges that acceptable Respondents may be subject to one or more interview(s).

Any objections, comments or proposed changes to the form of Agreements attached hereto as Attachment "A" and "D" may be the subject of inquiry during the evaluation process, and may be considered waived if not raised in the Respondent's Proposal or at the interview. Objections or proposed changes to terms and conditions required by the CDSS or CDE shall not be considered.

D. Final Determination and Award

District staff will evaluate Proposals based on the criteria specified in this RFP and make a recommendation to the Board of Trustees as to the Respondent(s) that can provide the greatest overall benefit to the District and its community.

The District reserves the right to contract with any entity responding to this RFP for all or any portion of the work described herein, to reject any Proposal as non-responsive, and/or not to contract with any Respondent for the services described herein. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP, including any supporting materials.

Awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contract(s) only for portions of the scope of work identified herein. In such case, the Respondent(s) will be given the option not to agree to enter into the contract, and the District will retain the right to negotiate with any other Respondent to this RFP.

THANK YOU FOR YOUR INTEREST!

ATTACHMENT "A"

SUBCONTRACT FOR GENERAL CHILDCARE AND DEVELOPMENT (CCTR) SERVICES

**SUBCONTRACT FOR GENERAL CHILDCARE AND DEVELOPMENT (CCTR) SERVICES
BETWEEN
SAUSALITO MARIN CITY SCHOOL DISTRICT
AND
[SUBCONTRACTOR]**

(School-Age Program, FY 2026-2027)

THIS SUBCONTRACT FOR GENERAL CHILDCARE AND DEVELOPMENT ("Agreement") is made _____, 2026 ("Effective Date"), by and between the Sausalito Marin City School District, a California public school district ("District"), and _____ ("Subcontractor"). The District and Subcontractor may be referred to individually as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, the California Department of Social Services ("CDSS") apportions state funding to local education agencies to expand General Childcare and Development ("CCTR") Programs statewide to provide full-day, full-year CCTR services to eligible children, four (4) to twelve (12) years of age;

WHEREAS, following successful application to CDSS, the District's funding for its CCTR Program was renewed for the 2026-2027 school year at Dr. Martin Luther King, Jr. Academy, Nevada Campus, located at 636 Nevada Street in Sausalito, California ("School Site").

WHEREAS, District issued a Request for Proposals for the selection of a subcontractor for its CCTR School-Age Program on January __, 2026 and, after evaluating all proposals, selected Subcontractor to deliver CCTR services, conditioned on the final preapproval by the CDSS.

WHEREAS, this Agreement was submitted to the CDSS for review and was approved on _____, 2026;

WHEREAS, the Parties now desire to enter into this Agreement to set forth the terms and conditions of the District's CCTR Program.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and Subcontractor agree as follows:

AGREEMENT

1. Services. Subcontractor shall provide CCTR Program services at the School Site, as more specifically described in the attached Exhibit "A" ("Services"). The Parties agree that the CCTR Program will be named and marketed to reflect the CCTR Program as a District program that is operated by Subcontractor. Subcontractor shall perform, deliver, and complete the Services to the satisfaction of the District, in compliance with all specifications, terms and conditions of this Agreement. Subcontractor shall comply with all CCTR administrative, programmatic, and fiscal requirements issued by the CDSS and effective during the Term and any Renewed Term of this Agreement, including the CDSS "Funding Terms and Conditions (FT&C)," effective July 1, 2026, attached as Exhibit "B," and the CDSS "Program Requirements for CCTR" effective July 1, 2026, attached as Exhibit "C," including any and all subsequent updates and amendments thereto for the 2026-27 school

year. Use of the School Site by Subcontractor to deliver the Services shall be subject to the terms and conditions set forth in the attached Exhibit "D".

2. Term. Subcontractor shall provide the Services for the 2026-2027 school year, beginning on July 1, 2026, and ending on June 30, 2027 ("Term"), unless sooner terminated pursuant to the terms of this Agreement.

3. Renewal. This Agreement may be renewed for additional one (1) year terms (each a "Renewed Term") upon the mutual written agreement of the Parties, subject to approvals by the District's Board of Trustees and the written approval of CDSS, and contingent on any subsequent CCTR funding apportioned to the District by the CDSS for CCTR. In no event shall the Term and the Renewed Terms collectively exceed a total of five (5) years.

4. CDSS Approval. Subcontractor understands and acknowledges that this Agreement is conditioned on an effective agreement between the District and CDSS for CCTR funding and preapproval of this Agreement by CDSS. This Agreement shall not be effective nor binding on either Party until approved by the District's Board of Trustees ("Board") and preapproved in writing by CDSS, and any work performed by Subcontractor prior to the dates of such approvals shall not be used as a claim against the District or State of California. Compensation to Subcontractor shall be made subject to the appropriation and availability of funds from the CDSS.

5. Compensation. The total and full compensation paid by District to Subcontractor for the Term shall not exceed the amount of _____ and 00/100 Dollars (\$_____.00) inclusive of any costs or expenses paid or incurred by Subcontractor in performing the Services under this Agreement. Compensation to Contractor will consist solely of state CCTR funding allocated to the District and shall not exceed the amount of such funding allocated to District. Subcontractor's expenditure of State Funding shall be in accordance with all CCTR funding and programmatic requirements, as set forth in any and all applicable CDSS regulations and guidance.

- A. Contractor understands and acknowledges that CCTR funding, including its availability and its amount, is contingent on allocations from the state, and CCTR funding to Contractor shall be made subject to the availability and appropriation of CCTR funding to District. The amount of CCTR funding and the basis of compensation may be subject to change for the Term or any Renewed Term as determined by the District, in accordance with applicable CCTR requirements, and to account for any allowable costs for CCTR that are paid for or provided by District.
- B. Subcontractor shall submit a monthly, itemized invoice for Services completed and allowable expenses, in arrears, to District's Accounts Payable Department, no later than ten (10) days following the last day of the month during which Services were rendered. Incomplete or disputed invoices shall be returned to Subcontractor unpaid and for correction. Payment shall be made for all undisputed amounts based upon the delivery of the Services as determined by District, within thirty (30) days after Subcontractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed in compliance with the terms of this Agreement, and contingent upon accurate attendance reporting and supporting documentation that may be requested by District.

C. Subcontractor, on a monthly basis, shall provide District with the following reports with the monthly invoice of Services rendered:

- i) Daily enrollment for the month and school year to date, itemized by grade level and student classification as an English learner or socio-economically disadvantaged student;
- ii) Daily attendance for the month and school year to date, itemized by grade level and student classification as an English learner or socio-economically disadvantaged student;
- iii) Daily sign-in and sign-out sheets for the month;
- iv) Documentation for any student arriving to the program late;
- v) Number and description of snacks and meals served;
- vi) Any uniform complaints received; and
- vii) Licensing reports.

District reserves the right to request, and Subcontractor shall submit to District, any additional reports or information on any frequency that the District deems appropriate.

D. Subcontractor shall be reimbursed for travel and per diem expenses only at rates that do not exceed the rates paid to the CDSS' non-represented employees computed in accordance with California Department of Human Resources regulations, California Code of Regulations, Title 2, Division 1, Chapter 3, Subchapter 1.

6. Equipment and Materials.

A. The State of California retains title to any equipment or supplies that are purchased with state funds and the equipment shall be returned to District upon termination or expiration of this Agreement. Subcontractor shall obtain written approval from the District and the CDSS prior to purchasing any unit of equipment that costs in excess of Five Thousand and 00/100 Dollars (\$5,000.00).

B. Subcontractor shall furnish, at its own expense, all tools, labor, materials, equipment, supplies, and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Subcontractor or by Subcontractor's agents, personnel, employees, volunteers, representatives, or contractors/subcontractors ("Subcontractor Parties"), even if such Equipment is furnished, rented or loaned to Subcontractor or Subcontractor Parties by District.

7. Independent Contractor. Subcontractor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, including compliance with all CCTR requirements, District being interested only in the results obtained. Subcontractor, and the

agents and employees of Subcontractor, in the performance of this Agreement, are acting in an independent capacity and not as officers, employees or agents of the State of California. Subcontractor understands and agrees that Subcontractor and its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Subcontractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Subcontractor's employees.

8. Program Staffing and Background Verification.

- A. Subcontractor represents that Subcontractor has the qualifications, knowledge, and ability to perform the Services in a professional manner, without the advice, control or supervision of District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Subcontractor is solely responsible for being informed of and updated on all CCTR requirements, providing the Services in compliance with all CCTR requirements, and maintaining safety when delivering the Services pursuant to this Agreement.
- B. Subcontractor represents that it is duly authorized to deliver the Services, and at District request, Subcontractor shall provide copies of relevant license(s), permit(s), accreditation(s), and/or certification(s) to District. Subcontractor shall be solely responsible for obtaining all necessary permits, licenses, and approvals from any and all applicable State, local or other regulatory agencies related to the Services.
- C. Subcontractor shall be solely responsible for delivering the Services, including the hiring of all Subcontractor Parties. Subcontractor shall be responsible for verifying the qualifications, credentials, certificates, and licenses of Subcontractor Parties who may provide Services in conjunction with Subcontractor's operation and administration of the CCTR Program and activities on the School Site.
- D. Prior to commencement of the CCTR Program, Subcontractor shall complete the Criminal Background Investigation/Fingerprinting Verification Certification attached hereto as Exhibit "E," and shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1 or as otherwise may be required by the CDSS, with the more restrictive requirements being applicable to Subcontractor. Subcontractor shall not allow any person for whom the District has not received satisfactory written verification of compliance to enter the School Site for any purpose related to or arising out of this Agreement at any time that District pupils may be present or otherwise have contact with District pupils.

9. District's Evaluation of Subcontractor's Employees or Representatives. The District may evaluate the Subcontractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation, requesting that District employee(s) evaluate the Subcontractor Parties and each of their performance, or announced and unannounced observance of Subcontractor Parties.

10. Tuberculosis Risk Assessment/Testing and Immunizations. Subcontractor agrees to have each individual of the Subcontractor Parties who will be delivering Services directly to District students submit to a Tuberculosis Risk Assessment Questionnaire as applicable to the CCTR Program and Certificate of Completion Form from the California Department of Public Health. A licensed health care provider, including registered nurses, must administer the assessment within 60 days of hire. If tuberculosis risk factors are identified, a TB test is required. Subcontractor shall also comply with the licensing requirements of California Health & Safety Code Section 1596.7995 by requiring that each individual of the Subcontractor Parties be immunized against measles, pertussis, and influenza, unless the individual presents a valid medical exemption. Subcontractor shall maintain written documentation that all individuals have satisfied this requirement and shall make such records available, upon request of the District. Subcontractor further agrees to comply with all applicable federal, state, and local regulations and laws regulating child immunization requirements and Subcontractor's admittance of children in child care or preschool programs, including California Health & Safety Code section 120325, *et seq.*

11. Confidentiality.

- A. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other including, without limitation, student records, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (including marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the Subcontractor, (ii) information in the public domain through no wrongful act, (iii) information received from a third party who was free to disclose it, or (iv) information subject to disclosure pursuant to the California Public Records Act (Gov. Code, § 7920.000 *et. seq.*), court issued subpoena, or other applicable federal or state law.
- B. The Parties shall maintain the confidentiality of all Confidential Information received in the course of this Agreement and comply with all state and federal laws concerning the maintenance and disclosure of such Confidential Information, including, without limitation, the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. § 99.1 *et. seq.*) (collectively, "FERPA"), and California Education Code Sections 49073-49079.9. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- C. Covenant Not to Disclose or Misuse Confidential Information. Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information, or as required to comply with federal or state laws or regulations, including without limitation, the California Public Records Act. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

D. Student Records. Prior to District providing Contractor's access to student records, Contractor shall submit to District written consent from each student's parent or legal guardian for the release of the student's records on the "Form of Academic Release" attached hereto as Exhibit "E". Contractor shall not provide any subcontractor access to student records unless and until an Academic Release is obtained from each student's parent or legal guardian that specifically allows that subcontractor to receive such student record. Upon submission of a completed Academic Release, to the extent permissible under applicable state law and in accordance with Board Policies and Administrative Regulations 5125 and 5125.1, the District will provide student information, including grades, progress reports, transcripts, IEPs, SSTs meeting notes and test scores. Contractor will also attend IEP and SST meetings when welcomed by the parent or legal guardian, and as consented to in the Academic Release. District will provide an email address and log in access to Catapult Connect and AERIES for Contractor's staff as needed.

District may disclose to Contractor information from student education records as permitted by 34 C.F.R. Section 99.31, as Contractor has "a legitimate educational interest" in providing the Services for the District's ELO-P pursuant to this Agreement. Contractor shall be considered to be under the direct control of the District for the limited purpose of Contractor's use and maintenance of student records in order to meet requirements of FERPA and California Education Code. Contractor shall comply with the relevant requirements of FERPA, California Education Code Sections 49073-49079.9, and all other applicable federal and state laws regarding the confidentiality of personally identifiable student information provided by the District. Contractor shall not release any information contained in student records without District's prior written approval. To protect the confidentiality of student records provided by the District, Contractor will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement. Upon termination of this Agreement, Contractor shall return to the District all originals and/or copies of student records, in hard copy or electronic format, that it may access in performing Services. All student records shall remain the property of the District.

12. Audit.

- A.** Subcontractor shall establish and maintain books, records, and systems of account, in accordance with all CDSS CCTR requirements, CDSS Audit Guidelines, and generally accepted accounting principles, reflecting all business operations of Subcontractor transacted under this Agreement.
- B.** In accordance with Section 17803 of Title 5 of the California Code of Regulations, Subcontractor understands and acknowledges that as a subcontractor of the CDSS CCTR Program, it is subject to financial and compliance audit by the District and such audit shall be submitted by the District to the CDSS by the fifteenth day of the fifth month following the fiscal year in which the Services were performed. Accordingly, Subcontractor shall make its books available to District for the purpose of completing this audit and its timely submission to the CDSS. The cost of such audit of Subcontractor shall be borne by the District either directly or as an allowance under this Agreement, which option shall be within the sole discretion of the District.

- C. Subcontractor is liable for any audit exception caused by, or as a result of, the Subcontractor's lack of performance as required by this Agreement.
- D. Subcontractor shall retain its books, records, and systems of account during the Term and any Renewed Term of this Agreement and for five (5) years following expiration or termination of this Agreement. During this Agreement and for five (5) years following expiration or termination of this Agreement, Subcontractor shall permit the District or the State of California, their respective agents, other representatives, or an independent auditor to review, evaluate, audit, examine, and make excerpts, copies, and transcripts from all books and records, and to review, evaluate, audit, and examine all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District or the State of California shall give reasonable prior notice to Subcontractor and shall conduct audit(s) during Subcontractor's normal business hours, unless Subcontractor otherwise consents.

13. Termination.

A. Termination for Convenience.

- i) District shall have the right to terminate this Agreement, without liability on the part of District, by giving Subcontractor written notification at least one-hundred-twenty (120) days prior to the effective date of the termination.
- ii) Subcontractor shall have the right to terminate this Agreement, without liability on the part of Subcontractor except as otherwise provided herein, by giving District written notification at least one-hundred-twenty (120) days prior to the effective date of the termination.
- iii) Neither Party shall be required to provide just cause for termination for convenience in the written notification.

B. Termination for Cause. This Agreement may be immediately terminated for cause, following the expiration of any applicable cure period as described herein. Cause shall include, without limitation, the following, and the Parties shall have the cure periods provided below:

- i) A default or material violation of this Agreement by either Party if such violation shall continue for thirty (30) days after written notice is given by a Party to the other Party of such violation; or
- ii) If, in the reasonable judgment of District, Subcontractor's acts or omissions: (i) interfere with the educational programs or activities of the District or any school or class conducted on the School Site or in any building; (ii) represent an immediate threat to the health, welfare or safety of District's students, staff, or the public; (iii) violate any applicable law, code, rule, regulation, or ordinance; (iv) subject or expose District and/or its Board of Trustees ("Board") to liability to others for personal injury or property damage; or (v) unduly disrupt the residents in the surrounding neighborhood, then District shall have the right, in its sole discretion, to terminate this Agreement immediately, unless, at District's sole option, Subcontractor cures such default within twenty-four (24) hours of notice of termination, or longer in District's sole discretion; or

- iii) Subcontractor is adjudged bankrupt, Subcontractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Subcontractor's insolvency; or
- iv) If CCTR funding for the Services is for any reason stopped or eliminated, District will provide written notice of termination to Subcontractor, and Subcontractor shall cease providing the Services up to either: (i) the effective date of the notice, or (ii) the date indicated by District in the notice, within District's discretion, and District will compensate Contractor for Services rendered up to the date therein indicated.

C. **Effect of Termination.** In the event of termination of this Agreement for cause, Subcontractor shall immediately stop providing the Services upon receiving the notice of termination and begin to cooperate with District in diligently fulfilling any CDSS requirements in closing out the Services, including but not limited to, reconciliation of any outstanding administrative, programmatic and fiscal matters and the return of any equipment or supplies purchased with state funds to District. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District in the event of termination.

14. **Hold Harmless/Indemnification.**

- A. To the furthest extent permitted by California law, Subcontractor shall, at its sole expense, indemnify, and hold harmless the District and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Subcontractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Subcontractor shall, to the furthest extent permitted by California law, defend the District Parties at Subcontractor's own expense, from any and all Claims and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. The District shall have the right to accept or reject any legal representation that Subcontractor proposes to defend the District Parties.
- B. Subcontractor agrees to indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by Subcontractor in the performance of this Agreement.

15. **Insurance.**

- A. **Commercial General Liability Insurance.** Subcontractor shall, during the Term and any Renewed Term of this Agreement, maintain in force, a combined, single-limit liability commercial general insurance policy with a \$2 million per occurrence and \$4 million aggregate limit of liability for bodily injury and property

damage, including products and completed operations, and personal and advertising injury. The District, its Board, officers, officials, employees, agents and volunteers shall be named as additional insureds at Subcontractor's expense under such policy. Such policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. Subcontractor agrees to provide District an original certificate of insurance evidencing this coverage in a form satisfactory to District upon execution of this Agreement, upon each policy renewal, and upon request of District during the Term and any Renewed Term of this Agreement.

- B. **Automobile Insurance.** Subcontractor shall, during the Term and any Renewed Term of this Agreement, maintain in force a comprehensive auto liability policy naming District, its Board, employees, and agents, at Subcontractor's expense, as additional insured under such policy. The policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. Subcontractor agrees to provide District an original certificate of insurance evidencing this coverage, including all required amendatory endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements, in a form satisfactory to District upon execution of this Agreement, upon each policy renewal, and upon request of District during the Term and any Renewed Term of this Agreement.
- C. **Workers' Compensation and Employer's Liability Insurance.** During the Term and any Renewed Term of this Agreement, Subcontractor shall comply with all provisions of law applicable to Subcontractor with respect to obtaining and maintaining workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1 million per accident for bodily injury, illness, or disease. Prior to commencing the Services for the Term and prior to any Renewal Term, Subcontractor shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be cancelled or reduced without thirty (30) days prior written notice to District.
- D. **Sexual Molestation and Abuse Insurance.** Subcontractor shall, during the Term and any Renewal Term of this Agreement, maintain in force sexual molestation and abuse coverage with a \$1 million per occurrence, \$3 million aggregate limit of liability. The District, its Board, officers, officials, employees, agents and volunteers shall be named as additional insureds at Subcontractor's expense under such policy. Such policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. Subcontractor agrees to provide District an original certificate of insurance evidencing this coverage in a form satisfactory to District upon execution of this Agreement, upon each policy renewal, and upon request of District during the Term and any Renewed Term of this Agreement.
- E. **Property Insurance.** Subcontractor acknowledges and understands that the insurance to be maintained by District at the School Site will not insure any of Subcontractor's equipment or personal property. Accordingly, Subcontractor shall, at its own expense, maintain in full force and effect an insurance policy on all of its equipment and personal property in, about, or on the School Site. Said policy is to be for "All Risk" coverage insurance, at full replacement cost with no coinsurance penalty provision.

F. Other. If the Subcontractor maintains broader coverage and/or higher limits than the minimums shown above, District requires and shall be entitled to the broader coverage and/or the higher limits maintained by Subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District. Each insurance policy required by this Agreement shall: (i) be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A: VII; (ii) not be cancelled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to District; and (iii) contain a clause waiving all rights of subrogation against District, its Board, members of the Board, and elective or appointive officers or employees, when acting within the scope of their employment or appointment. Subcontractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer. The Parties agree that any insurance maintained by District will apply in excess of, and not contribute with, insurance provided by the policies required by this Agreement. With respect to self-insured retentions, self-insured retentions must be declared to and approved by the District. At the option District, either: (i) the Subcontractor shall obtain coverage to reduce or eliminate such self-insured retentions as respects the District, its Board, its officers, officials, employees, agents and volunteers; or (ii) Subcontractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District. District reserves the right to modify the requirements of this Section at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

16. Non-Discrimination.

A. Subcontractor and its employees shall not discriminate against any person, nor deny the Agreement's benefits to any person, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subcontractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). If Subcontractor is found in violation of the non-discrimination provision of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the conduct of its activities under this Agreement by the State of California Fair Employment Practices Commission or the equivalent federal agency or officer, it shall thereby be found in default of this Agreement.

B. Subcontractor covenants to meet all requirements of District and the CDSS, as expressed in the agreement between CDSS and District and as specified in Section 11105, Title 2 of the California Code of Regulations, pertaining to non-discrimination in employment. The applicable regulations of the Civil Rights Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Subcontractor shall comply with the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.8), and the regulations or standards adopted by the CDSS to implement such article if applicable. Subcontractor shall permit access by representatives of the Civil Rights Department and the CDSS upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Subcontractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

17. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or deposited in the United States mail, postage prepaid, return receipt required, or sent by electronic mail transmission or overnight delivery service, addressed as follows:

SAUSALITO MARIN CITY SCHOOL DISTRICT [SUBCONTRACTOR]
200 Phillips Drive [Address]
Marin City, CA 94965 [City, State Zip]
ATTN: Elizabeth Henry, ATTN: [Name, Title]
Director of Instruction Email: [Email]
Email: ehenry@smcsd.org

Any notice personally given or sent by electronic mail transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective three (3) calendar days after deposit in the United States mail.

18. Assignment. Subcontractor shall not assign its rights, duties or privileges under this Agreement, without the written consent of District. Any such attempt without District written consent shall be void.

19. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties with respect to Subcontractor's provision of the CCTR Services and supersedes all prior discussions, negotiations and agreements, whether oral or written, with respect to the same. This Agreement may be amended or modified only by a written instrument mutually executed by the Parties and approved by the District's Board. Any modification or amendment to this Agreement shall be subject to prior written CDSS approval, unless otherwise exempt, and any such modification amendment shall not be effective until such written approval is received by CDSS, and any work in performance of such modification or amendment prior to the date of CDSS approval shall not be used as a claim against the District or the State.

20. California Law. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of

the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the County of Marin, California.

21. Attorneys' Fees. In the event of any dispute under this Agreement, or the default by any Party of that Party's obligations hereunder, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

22. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

23. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. Interpretation. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

25. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

27. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as may be expressly provided herein.

28. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

29. Authority. Each person signing this Agreement represents and warrants that he/she/they is duly authorized and has legal capacity to execute this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and this Agreement is valid and a legal agreement binding on such Party and is enforceable in accordance with its terms.

30. Counterparts. This Agreement and all amendments, addendums and supplements to it may be executed in counterparts and transmitted by electronic mail or facsimile, and all counterparts together, whether original, electronic or facsimile, shall be construed as one document.

31. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference and made part of this Agreement.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date above first written.

ACCEPTED AND AGREED:

Dated: _____, 2026

Dated: _____, 2026

**SAUSALITO MARIN CITY
SCHOOL DISTRICT**,
a California public school district

[SUBCONTRACTOR]

By: _____
LaResha Huffman, Superintendent

By: _____
[Name, Title]

Information regarding Contractor: _____

License No.: _____

Employer Identification and/or
Social Security Number _____

Address: _____

Telephone: _____

**NOTE: Section 6041 of the Internal
Revenue Code (26 U.S.C. 6041)
and Section 1.6041-1 of Title 26 of
the Code of Federal Regulations
(26 C.F.R. 1.6041-1) requires the
recipients of \$600.00 or more to
furnish their taxpayer information
to the payer. In order to comply
with these requirements, District
requires Contractor to furnish the
information requested in this
section.**

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

EXHIBIT "A"

SERVICES

[MAY BE FINALIZED BASED ON SELECTED PROPOSAL]

Subcontractor shall provide child care and development services for the District as described in this Exhibit "A". Services shall be provided according to the submitted and approved CDSS program calendar. Subcontractor shall provide child care and development services for certified students, along with the administrative functions directly related to the Services, in accordance with the terms of this Agreement. Subcontractor shall maintain adult/teacher to child ratios and the maximum child capacity for the classroom as required by the CCTR program requirements and all licensing requirements.

Subcontractor shall provide full-day and full-time child care and development services for the District as described in this Exhibit A. Services shall be provided Monday through Friday after school until 6:00pm, and 8:30 AM to 5:30 PM, for 30 non-school intersession days throughout the year. Subcontractor shall provide child care and development services for approximately 168 school-age children (4 through 14 years of age), along with the administrative functions directly related to the services, in accordance with the terms of this Agreement. Subcontractor shall maintain adult/teacher to child ratios and the maximum child capacity for the classroom as required by the CCTR program and all licensing requirements.

Curriculum

Subcontractor's Services shall support the District's goal to provide a rich curriculum designed to enable children to reach their highest potential in school and in life and create a safe learning environment that stimulates intellectual curiosity and creativity and supports the social and emotional needs of children. The curriculum will be designed to ensure that the multicultural needs of students are fully supported, reflecting community values and utilizing community resources. The service delivery model must offer comprehensive services. The curriculum must be rooted in the rich cultural and historic vibrancy of the District's community and connection to community resources, parent education, referrals to health and social services for families, and complement the District's community school model and services. As well as providing academic support, the Services will have a strong emphasis on the creative arts, i.e. music, dance, spoken word, drama, and art.

Community-Based Organizations

In the event that Subcontractor wishes to partner with a community-based organization in the delivery of the Services, Subcontractor shall enter into a written agreement with the community-based organization, which written agreement shall require compliance with all requirements set forth in this Agreement, including without limitation, indemnification of the District, satisfaction of insurance requirements naming Subcontractor, District and its Board as additional insureds, and completion of a fingerprint and background check certification. All such written agreements shall be submitted to District, before execution by Subcontractor, for review and preapproval by District to ensure all applicable requirements of this Agreement are included, and insurance certificates and fingerprinting certificates shall be provided to District before commencement of any services by the community-based organization. Upon Subcontractor's written request, District may, within District's sole discretion, modify the required insurance and minimum limits based on the

type of services to be provided under a contract between Subcontractor and a community-based organization depending on the nature of the services and activities described thereunder.

School Year Programming

a) Academic Support

Academic support will include the below, all connected to school day programming through collaboration and coordination between Subcontractor staff and school day teachers:

- Literacy support - this emphasizes various activities including reading aloud, independent reading, language arts skills practice, handwriting, partner reading and a growing reading buddies program. If a student is in Subcontractor's school day literacy intervention or our Evening One-on-One Tutor Mentor literacy program, Subcontractor staff provide relevant group leaders with information about specific student's literacy needs in order to target support to address specific skill gaps.
- Math support - Subcontractor will provide direct instruction, math games, skills practice, math manipulatives, focusing on grade-level-specific skills as well as practice to address specific skill gaps for individual students.

b) Cultural Enrichment & Creative Arts

Subcontractor will contract with local providers to offer an array of enrichment activities to help students cultivate creativity and expression and to explore new activities. Along with partners, Subcontractor will offer unique activities such as gardening, biking, baton twirling, music, ballroom and modern dance, visual arts, middle school theater arts, beat boxing, breakdancing, West African dance, steel drums, sports and games, library visits, Little League, soccer , and a cooking program that contextualizes the cooking with information about foods and processes and their cultural origins.

Subcontractor's Responsibilities

1. Staff Development.

- Provide at least one (1) staff training session, and as necessary to comply with licensing and CDSS CCTR requirements, which focuses on trauma-related care, as many of the children face obstacles to academic success, including poverty and community trauma. Staff training will focus on trauma related care, identifying Adverse Childhood Experiences, and creating therapeutic environments including teacher/child interactions.
- Subcontractor will work with school day classroom teachers to align behavior management, policies and procedures. Subcontractor will take a trauma-informed approach, recognizing the many factors that impact students' behavior. Subcontractor will identify and address causes of behaviors where possible, including working with families and caregivers. Subcontractor will stress positive behavior management techniques and use restorative justice processes when necessary.

- c) Administrative staff will continue collaborating with the MCOE and the College of Marin's Early Childhood Education Department to make the wide variety of course work available to the staff, including technical support in enrolling and choosing courses that advance teacher status and opportunity.

2. Family Engagement and Education.

- a) Subcontractor will strongly emphasize and encourage regular attendance through texting, phone calls and other parent/caregiver outreach which will occur throughout the school year in partnership with school administration and teachers. Regular attendance will support both program planning but, more importantly, regular attendance will ensure students get consistent academic support and enrichment opportunities. Subcontractor will plan and implement outreach to the elementary school community.
- b) Provide an orientation for parents, including an interpreter when necessary for effective staff/parent communication.
- c) Maintain an open-door policy that encourages participation in the daily program activities whenever possible.
- d) Ensure that site director meets with each family within thirty (30) days after enrollment.
- e) Collaborate with the District on promoting a community-based model through partnering with community organizations. This may include a home visiting model based on community input, education for families and social gathering opportunities.
- f) Align with core elements of District's community school model including offering trauma training to our staff and families (as appropriate), actively providing access to informal community-based support, scheduling to accommodate families whenever possible, understanding that caregivers may not always be available due to the demands of their work, and understanding that students live in a wide variety of family structures.
- g) Utilize the Intake form used during enrollment and the one-on-one orientation meeting with site supervisor and new families to connect families to community resources and early intervention such as Help-me-Grow, community clinics and health and human services, as well as comprehensive support services, early intervention and health/mental health services.
- h) Coordinate with and make referrals to the Marin County Cooperation Team (MCCT), which was initiated by the District as an online referral portal and coordination agency for 57 different local nonprofits and government agencies that serve 94965. This service is available via a web portal or a mobile app and includes: Support teams (Family, Academics, Mental Health,

Senior and Disabled Support, College Students, and Crisis), and direct service or referrals within 24 hours to families and individuals who request help through the website and app, including basic aid provision, food, diapers and transportation, as well as a wide variety of other supportive services. The website allows community school partnerships and resources to be accessible to families and individuals at any time and will be made available to any family enrolled in CCTR.

- i) Coordinate with the District's Community Schools Director. Community involvement is embedded in the District's Community School's Model.

3. Nutrition.

- a) Provide at Subcontractor's cost, free lunch and snacks, and breakfast during full day programs, to children through the District's organic farm to fork food service program, Conscious Kitchen.
- b) All District's nutritional standards shall be met or exceeded, and all guidelines will be followed. Subcontractor will develop and maintain a collaborative relationship with the District's food service team to serve students.
- c) Post information in the classroom about any child food allergies or restrictions and provide that information to the District's Conscious Kitchen program.
- d) Encourage a family-style atmosphere at mealtimes to support social/emotional growth, expressive language, and community.

4. Enrollment.

- a) As needed, provide support to parents/guardians, reviewing each required enrollment form for completeness and information for fulfilling requirements.
- b) Validate required documents for parents/guardians who are unemployed or self employed by tax returns and other verifications, such as rental agreements or utility bills. Pay stubs will be used to verify income and work hours.
- c) Calculate the monthly income and, based on family income, determine the family fee, if appropriate. Submit the calculations to a second administrator for review who will sign off to validate the calculations and complete the process.

5. Program Accountability – Attendance Recording and Reporting.

- a) Staff will oversee the sign in, sign out process each day. Sign-in is a great time for school day teachers to have brief check- in with Subcontractor staff. Sign-out is a great time for our staff to connect with parents/caregivers. Subcontractor shall capture all attendance in Subcontractor's Salesforce system.

- b) Require that parents sign in and out daily using their first and last name. Require parents to document illnesses on the attendance sheet. Provide a monthly sign in and out sheet for each enrolled child.
- c) Require the head teacher to check the attendance sheets on a daily basis to keep the attendance up to date.
- d) Ensure that at the beginning of the year, the Program Director holds a parent orientation meeting and include an explanation for the attendance policies.
- e) Ensure that at the end of the month, the head teacher will review the attendance forms for completeness and forms will be turned into the site supervisor for an additional review.
- f) Provide the CDSS CCTR required forms to the assigned administrator at the District, who will complete the information to be submitted to the CDSS and/or applicable database. The designated person for attendance will certify the data. Enrollment specialist submits monthly attendance sheets for each child to the CDSS and/or applicable database.

6. Health and Safety

- a) The administration team (Executive Director, Program Director and Site Directors) will all be responsible for understanding all of the current licensing regulations. Staff with ECE units will be present on the School Site and all additional staff will be enrolled and complete the required ECE courses. Subcontractor shall have policies so that staff complete the required mandated reporter and harassment trainings, and all other trainings that are required for licensure. Subcontractor will ensure compliance with all School Site specific licensing requirements.
- b) Subcontractor will follow the District's policies and guidelines regarding emergency drills and/or procedures.
- c) Subcontractor will ensure adequate supervision of all children at all times. For every day there is a staffing plan that ensures that every group of 14 students has at least one staff member assigned. There are also additional teachers who provide enrichment activities that are part of the staffing plan. We also have a site coordinator at each site, as well as the director overseeing the entire program. This ensures that the students are always adequately supervised. We also make sure that all staff understand the critical importance of students being supervised at all times.
- d) The administration of the program all communicate on a regular basis with the District's principals, Community Schools Director, and Superintendent. Any safety issue involving a student, staff member or the facility will be reported to the District immediately.
- e) If a student isn't feeling well, Subcontractor staff will communicate with the other staff in their group as well as the supervising staff to ensure adequate ratios are being maintained. One staff member will separate the student and provide support and care to the student who is not feeling well, will contact

the child's parent/caregiver. If the student is displaying signs of COVID-19, our staff member will give the student a test, while wearing protective gear. Subcontractor will also send home a box with two tests for the family to use.

- f) All staff shall be certified and trained in First Aid and CPR, at least for the minimums required for licensure.
- g) Subcontractor agrees to adhere to the District's Workplace Violence Prevention Plan applicable to the School Site.

7. Program Evaluation. Subcontractor shall maintain an "effective" level on the school age care environment rating scale, designed to assess group care programs for school age children. The scale consists of forty-seven (47) items, including six (6) supplementary items for programs enrolling children with disabilities. The items are organized into seven (7) subscales: Space and Furnishings; Health and Safety; Activities; Interactions; Program Structure; Staff Development; Special Needs Supplementary Items. District will evaluate the Subcontractor's progress towards maintaining an effective rating on the scale three (3) times each year during the Term or any Renewed Term of this Agreement, and report Subcontractor's ratings to the Board.

EXHIBIT "B"

CDSS FUNDING TERMS AND CONDITIONS (FT&C) FOR CCTR

Refer to this RFP's "**Attachment B**" for the CDSS FT&C for CCTR that are currently in effect for the 2025-26 school year. The CDSS FT&C for CCTR that will be issued for and effective during the 2026-27 school year shall be incorporated into any awarded Agreement.

EXHIBIT "C"

CDSS PROGRAM REQUIREMENTS FOR CCTR

Refer to this RFP's **"Attachment C"** for the CDSS Program Requirements for CCTR that is currently in effect for the 2025-26 school year. The CDSS Program Requirements for CCTR that will be issued for and effective during the 2026-27 school year shall be incorporated into any awarded Agreement.

EXHIBIT "D"

USE OF SCHOOL SITE

Use of the School Site by Subcontractor to deliver the Services shall be subject to the following terms and conditions:

Section 1. Title to School Site. The Parties acknowledge that title to the School Site, including the Premises, is held by the District.

Section 2. Use of Premises. District agrees to allow Subcontractor use of [Classroom Number(s)] ("Premises"), located on the School Site and further depicted on the Site Map attached as Exhibit "D.1", in order for Subcontractor to deliver the Services, as described, and subject to the dates and times indicated, in Exhibit "A". District reserves the right to modify the Premises, as determined within the District's discretion and as licensed for the Services.

Subcontractor acknowledges and understands that the Premises is located at an operating public school campus. District shall have access to and use of the Premises during the times the Premises are not used by Subcontractor, including all use by third parties arranged by District. Subcontractor shall cooperate with District following its scheduled use so as not to interfere with the District's or a third-party's use of the Premises. Entrance into any areas of the School Site other than the Premises are prohibited unless District provides written consent for use of such other areas.

Subcontractor shall not use or permit the Premises to be used in whole or in part during the Term for any purpose or use in violation of the laws or ordinances applicable thereto. Subcontractor shall not commit or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer or storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose. Any use that involves the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Subcontractor shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises and School Site at all times. Subcontractor shall not use or permit the use of the Premises or any part thereof for any purpose that is inimical to public morals and welfare or morally objectionable as unsuitable for a public educational facility. Subcontractor agrees to respond to written concerns expressed by neighbors or District relating to Subcontractor's use of the Premises within a commercially reasonable period of time. Subcontractor shall not abandon any vehicles or equipment on any portion of the School Site.

Subcontractor's personnel shall vacate the Premises during fire drills at the School Site, which schedule shall be provided at least thirty (30) days in advance.

Subcontractor shall not install nor use any ovens, stoves, hot plates, toasters or similar items, but excluding microwave ovens, without the prior written consent of the District.

Section 3. Pick-up and Drop-off Area. Subcontractor shall abide by District's policies relating to the drop-off and pickup of children participating in the CCTR Program. Subcontractor may instruct its visitors to park on available street parking.

Section 4. Condition of Premises. Subcontractor hereby acknowledges, understands, and agrees that the Premises, including portions of the School Site used for ingress and egress, are available to Subcontractor on an "As-Is", "Where-Is", and "With any and all faults" basis, subject to any and all existing easements and encumbrances, without representation or warranty by District or its agents, whether express or implied, of any kind whatsoever, and Subcontractor expressly waives all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement. District shall not be required to make or construct any alterations, including structural changes, additions, or improvements, to the Premises or School Site. By entry into the Premises pursuant to this Agreement, Subcontractor accepts the Premises as being in good and sanitary order, condition, and repair and accepts the Premises in the condition existing as of the commencement date of this Agreement. The District shall in no event be liable for any latent defects.

Section 5. Improvements or Alterations. Subcontractor shall not construct or cause to be constructed on Premises or the School Site any improvements or alterations of any kind without the prior written approval of District. Any improvements or alterations approved by District shall become a part of the Premises and owned by District unless otherwise agreed, in writing, that Subcontractor shall remove the improvements or alterations upon expiration or early termination of this Agreement. Subcontractor shall, at its own expense, obtain all necessary environmental and governmental approvals and permits, including, without limitation, any necessary approvals from the Division of the State Architect ("DSA"), and any local authority including any site, grading, zoning, design review, and other required permits or approvals, if applicable, prior to commencing construction, and shall provide District with evidence of approval by all applicable governmental agencies. All contractors of Subcontractors, if any, shall be duly licensed and registered in the State of California. Subcontractor shall be solely responsible for compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the construction or installation of any improvements of the Premises that are performed by Subcontractor or on Subcontractor's behalf, including, without limitation, prevailing wage requirements. Subcontractor shall be solely responsible for maintaining the Premises and improvements installed thereon during the Term of this Agreement, including any extensions, and while otherwise occupying the Premises, and for compliance with all applicable laws, ordinances, rules and regulations. District is in no manner responsible for damage or theft of Subcontractor's equipment, including play equipment or other personal property.

Section 6. Title to and Removal of Subcontractor's Equipment. Excepting the equipment purchased with state funds and which title is retained by the State of California, or the equipment furnished, rented or loaned to Subcontractor by District, title to Subcontractor's equipment, personal property, chattels, fixtures and/or improvements ("Subcontractor's Equipment") on the Premises shall be held solely by Subcontractor. All of Subcontractor's Equipment shall remain the personal property of Subcontractor and shall not be treated as real property or become a part of the Premises. On or before the expiration of this Agreement, or within thirty (30) days after any earlier termination hereof, Subcontractor shall remove Subcontractor's Equipment, at its sole expense. Subcontractor shall repair any damage to the Premises, caused by said removal and restore Premises to good condition, less ordinary wear and tear.

In the event that Subcontractor fails to timely remove Subcontractor's Equipment, District, upon fifteen (15) days written notice, may, without liability on the part of District to Subcontractor or any person or entity claiming under Subcontractor, either (1) accept ownership of Subcontractor's Equipment with no cost to the District, or (2) remove and/or dispose of Subcontractor's Equipment at Subcontractor's sole cost. In the event that the

District chooses to accept ownership of Subcontractor's Equipment, Subcontractor shall execute any necessary documents to effectuate the change in ownership of Subcontractor's Equipment to District. In the event that the District removes and/or disposes of Subcontractor's Equipment, Subcontractor shall pay all costs for the removal and/or disposal of Subcontractor's Equipment within thirty (30) days of receipt of an invoice.

Section 7. Surrender of Premises. Subcontractor shall surrender to District the Premises in good order, condition, and repair, reasonable wear and tear excepted, free and clear of all liens, claims and encumbrances. Upon expiration or termination of this Agreement, the Premises shall be left by Subcontractor in the condition similar to that existing as of the beginning of the Term of this Agreement, excepting reasonable wear and tear and any improvements made by District or approved by District.

Section 8. Accident/Incident Report. Subcontractor shall submit a written accident/incident report to the District within twenty-four (24) hours of an accident or incident when any employee of Subcontractor or person under the care of Subcontractor, has suffered or claims to have suffered an injury, or has been involved in any activity requiring dispatch of law enforcement or emergency personnel to the School Site. The accident/injury report shall be submitted to the principal of the School Site and to the District's Office of Risk Management.

Section 9. District's Right of Entry. District and its authorized agents and representatives may enter the Premises at any reasonable time for any purpose whatsoever, within the sole discretion of the District.

EXHIBIT D.1

SITE MAP

[Site Map with Premises Depicted to Be Inserted Once Determined by District]

EXHIBIT "E"

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

I, the undersigned, certify to the Board of Trustees of the Sausalito Marin City School District that I am familiar with the facts herein certified, I am a representative of _____ ("Subcontractor"), and I am duly authorized and qualified to execute this certificate on behalf of Subcontractor. I certify that Subcontractor has taken the following action with respect to the Subcontract for Preschool Services ("Agreement"):

The box below must be checked with regard to Subcontractor and Subcontractor's personnel (officers, principals, paid or unpaid employees, staff, agents, representatives, volunteers, consultants, contractors, vendors, subconsultants, and subcontractors of Subcontractor who will enter the Premises and/or School Site) ("Subcontractor's Personnel") and the arrangements verified by an authorized representative of District.

- Subcontractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Subcontractor's Personnel who may have contact with District pupils not under the immediate supervision of a pupil's parent, guardian, or District employee during the Term of the Agreement (including any renewed term), and the California Department of Justice has determined (A) that none of Subcontractor's Personnel have been convicted of a felony, as that term is defined in Education Code section 45122.1, and/or (B) that the prohibition does not apply to Subcontractor's Personnel as provided by Education Code section 45125.1(e)(2) or (3). When Subcontractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. **A complete and accurate list of Subcontractor's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. Subcontractor's Personnel shall not enter the Premises or School Site until the DOJ ascertains that that individual has not been convicted of a felony as defined in Government Code section 45122.1.**

Subcontractor's responsibility for background clearance extends to all of its employees, staff, volunteers, agents, representatives, and officers and all of its vendor's, consultant's, contractor's, subconsultant's, and subcontractor's employees, staff, volunteers, agents, representatives, and officers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Subcontractor.

By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Subcontractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Subcontractor's Personnel throughout the duration of the Agreement. **A list of Subcontractor's Personnel is provided below.**

List of Subcontractor's Personnel

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

By: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "F"
FORM OF ACADEMIC RELEASE

I, the undersigned parent or legal guardian of the student identified below, grant _____ ("Contractor") permission to access and receive copies of my child's student records, including state test scores, progress reports, report cards and transcripts, Individualized Educational Plans ("IEPs"), and Student Support Team ("SST") reports.

In addition, I grant Contractor permission to attend IEP/SST meetings and to discuss my child's performance in school with their teachers and other support staff.

I understand that Contractor will maintain all information about my child as confidential and will not release any such information to any third party without my prior written consent.

Student Name: _____

Student Id #: _____

School: _____

Grade: _____

This authorization will remain in effect until such time as I may file with my child's school a written withdrawal of consent to release such information.

I certify that I am the parent or legal guardian and that I have legal custody of my minor child.

Parent/Guardian's Name: _____

Physical Address: _____

Mailing Address: _____

Telephone: _____

Email: _____

Parent/Guardian's Signature: _____

Date: _____

ATTACHMENT "B"

CDSS FUNDING TERMS AND CONDITIONS (FT&C) FOR CCTR

The CDSS FT&C for CCTR that are currently in effect for the 2025-26 school year follows this cover sheet. The CDSS FT&C for CCTR that will be issued for and effective during the 2026-27 school year shall be incorporated into any awarded Agreement.

ATTACHMENT "C"

CDSS PROGRAM REQUIREMENTS FOR CCTR

The CDSS Program Requirements for CCTR that are currently in effect for the 2025-26 school year follows this cover sheet. The CDSS Program Requirements for CCTR that will be issued for and effective during the 2026-27 school year shall be incorporated into any awarded Agreement.

ATTACHMENT "D"

INDEPENDENT CONTRACTOR AGREEMENT FOR ASES AND ELO-P SERVICES

INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
SAUSALITO MARIN CITY SCHOOL DISTRICT
AND
[CONTRACTOR]
FOR
ASES AND ELO-P SERVICES

(2026-2027 School Year)

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made July 1, 2026 ("Effective Date"), by and between the SAUSALITO MARIN CITY SCHOOL DISTRICT, a California public school district ("District"), and _____, a _____ ("Contractor"), herein referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the California Department of Education ("CDE") apportions state funding to local education agencies, including the District, to provide an After School Education and Safety ("ASES") program that consists of after-school education and enrichment programs, and created through partnerships between school and local community resources, to provide literacy, academic enrichment and safe constructive alternatives for students in grades TK through 9; and

WHEREAS, the CDE additionally apportions state funding to local education agencies, including the District, to provide an Expanded Learning Opportunities Program ("ELO-P"), consisting of after-school and summer school or intersession learning programs for students in grades TK through 6, and focusing on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences; and

WHEREAS, District desires a contractor to operate an ASES and ELO-P program to District's students, in grades TK through 8, at the District's Dr. Martin Luther King Jr. Academy Nevada Campus, located at 636 Nevada Street in Sausalito, CA 94965 ("School Site"); and

WHEREAS, the Parties desire that Contractor provide expanded learning services and operate District's ASES Program pursuant to Education Code sections 8482-8484.65, and ELO-P, pursuant to Education Code Section 46120 (collectively, "Services") at the School Site; and

WHEREAS, the Parties now desire to enter into this Agreement to set forth the terms and conditions governing Contractor's provision of the Services for the 2026-2027 school year.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

AGREEMENT

2. Services. Contractor shall provide the Services at the School Site as further described in Exhibit "A", attached hereto and made part of this Agreement. Contractor shall perform, deliver, and complete the Services to the satisfaction of the District, in compliance with all specifications, terms and conditions of this Agreement. Contractor shall comply with all ASES and ELO-P administrative, programmatic, and fiscal requirements issued by the CDE and effective during the Term and any Renewed Term of this Agreement, including without limitation, those set forth in Exhibit "A". To the extent that there are any inconsistencies between ASES and ELO-P requirements, Contractor shall comply with and conform its Services to the stricter or more restrictive requirement. Use of the School Site by Contractor to deliver the Services shall be subject to the terms and conditions set forth in the attached Exhibit "B".

3. Term. The term of this Agreement shall commence on July 1, 2026, and end on June 30, 2027, if not sooner terminated pursuant to the terms of this Agreement ("Term").

4. Renewal. This Agreement may be renewed for additional one (1) year terms (each a "Renewed Term") upon the mutual written agreement of the Parties, but in no event shall this Agreement's Term and Renewed Terms collectively exceed a total of five (5) years. If either Party wishes to renew this Agreement, it shall notify the other Party in writing at least ninety (90) days before the expiration of the Term or then-current Renewed Term.

5. Compensation. The total compensation paid by District to Contractor for the Term shall not exceed the amount of _____ and 00/100 Dollars (\$_____.00) inclusive of any costs or expenses paid or incurred by Contractor in performing the Services under this Agreement. Compensation to Contractor will consist solely of state ASES and ELO-P funding allocated to the District (together, "State Funding") and shall not exceed the amount of State Funding allocated to District less fifteen percent (15%). For the Term of this Agreement, the State Funding available for Contractor's Services consists of: ASES funding in the amount of _____ and ____/100 Dollars (\$_____.____); and ELO-P funding in the amount of _____ and ____/100 Dollars (\$_____.____). Contractor's expenditure of State Funding shall be in accordance with all ASES and ELO-P funding and programmatic requirements, as set forth in Education Code and any and all applicable CDE regulations and guidance.

- A. Contractor understands and acknowledges that State Funding, including its availability and its amount, is contingent on allocations from the state, and State Funding to Contractor shall be made subject to the availability and appropriation of State Funding to District. The amount of State Funding and the basis of compensation may be subject to change for the Term or any Renewed Term as determined by the District, in accordance with applicable ASES and ELO-P requirements, and to account for any allowable costs for the ASES and/or ELO-P that are paid for or provided by District.
- B. Contractor shall submit a monthly, itemized invoice for Services completed, or the portion of the Services for which payment is to be made, in arrears, to District's Accounts Payable Department, no later than ten (10) days following the last day of the month during which Services were rendered. Incomplete or disputed invoices shall be returned to Contractor unpaid and for correction. Payment shall be made for all undisputed amounts based upon the delivery of the Services as determined by District, within thirty (30) days after Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed in compliance with this Agreement, and contingent upon accurate attendance reporting and supporting documentation that may be requested by District.
- C. Contractor, on a monthly basis, shall provide District with the following reports with the monthly invoice of Services rendered:
 - viii) Daily enrollment for the month and school year to date, itemized by grade level and student classification as an English learner or socio-economically disadvantaged student;
 - ix) Actual daily attendance for the month and school year to date, itemized by grade level and student classification as an English learner or socio-economically disadvantaged student;
 - x) Daily sign-in and sign-out sheets for the month;
 - xi) Documentation for any student arriving to the program late;
 - xii) Number and description of snacks and meals served;

- xiii) Any uniform complaints received; and
- xiv) Licensing reports.

6. Termination.

D. Termination for Convenience.

- i) District shall have the right to terminate this Agreement, without liability on the part of District, by giving Contractor written notification at least one-hundred-twenty (120) days prior to the effective date of the termination.
- ii) Contractor shall have the right to terminate this Agreement, without liability on the part of Contractor except as otherwise provided herein, by giving District written notification at least one-hundred-twenty (120) days prior to the effective date of the termination.
- iii) Neither Party shall be required to provide just cause for termination for convenience in the written notification.

E. Termination for Cause. This Agreement may be immediately terminated for cause, following the expiration of any applicable cure period for cause. Cause shall include, without limitation, the following, and the Parties shall have the cure periods provided below:

- i) A default or material violation of this Agreement by either Party if such violation shall continue for thirty (30) days after written notice is given by either Party to the other Party of such violation; or
- ii) If, in the reasonable judgment of District, Contractor's acts or omissions: (i) interfere with the educational programs or activities of the District or any school or class conducted at the School Site or in any building; (ii) represent an immediate threat to the health, welfare or safety of District's students, staff, or the public; (iii) violate applicable laws, codes, rules, regulations, or ordinances; (iv) subject or expose District and/or its Board of Trustees ("Board") to liability to others for personal injury or property damage; or (v) unduly disrupt the residents in the surrounding neighborhood, then District shall have the right, in its sole discretion, to terminate this Agreement immediately, unless, at District's sole option, Contractor cures such default within twenty-four (24) hours of notice of termination, or longer in District's sole discretion; or
- iii) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency; or
- iv) If State Funding for any reason is stopped or eliminated, District will provide written notice of termination to Contractor, and Contractor shall cease providing the Services up to either: (i) the effective date of the notice or (ii) the date indicated by District in the notice, within District's discretion, and District will compensate Contractor for Services rendered up to the date therein indicated.

7. Equipment and Materials. Contractor shall furnish, at its own expense, all tools, labor, materials, equipment, supplies, and any other items necessary for the Services to be provided

in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by Contractor or Contractor's agents, personnel, employees, volunteers, representatives, or contractors/ subcontractors, even if such equipment is furnished, rented or loaned to Contractor by District.

8. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, including compliance with all ASES and ELO-P requirements, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

9. **Program, Staffing and Background Verification.**

- A. Contractor represents that Contractor has the qualifications, knowledge, and ability to perform the Services in a professional manner, without the advice, control or supervision of District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor is solely responsible for being informed of and updated on all ASES and ELO-P requirements, providing the Services in compliance with all ASES and ELO-P requirements, and maintaining safety when delivering the Services pursuant to this Agreement.
- B. Contractor represents that it is duly authorized to provide the Services, and at District request, Contractor shall provide copies of relevant license(s), permit(s), accreditation(s), and/or certification(s) to District. Contractor shall be solely responsible for obtaining all necessary permits, licenses, and approvals from any and all applicable state, local or other regulatory agencies related to the provision of Services.
- C. Contractor shall be solely responsible for the hiring of all employees. Contractor shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its employees, staff, agents, volunteers, consultants, and/or subcontractors who may provide the Services in conjunction with Contractor's operation and administration of the ASES and ELO-P activities on the School Site.
- D. Prior to commencement of Services, Contractor shall complete the Criminal Background Investigation/Fingerprinting Verification Certification attached hereto as Exhibit "C" and shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1 or as otherwise may be required by the CDE, with the more restrictive requirements being applicable to Contractor. Contractor shall provide to District written verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements prior to each individual's commencement of employment or participation in providing the Services. Contractor shall not allow any person for whom the District has not received satisfactory written verification of compliance to enter the School Site for any purpose related to or arising out of this Agreement at any time that District pupils may be present or otherwise have contact with District pupils.

10. District's Evaluation of Contractor's Employees or Representatives. The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation, requesting that District employee(s) evaluate the Contractor Parties and each of their performance, or announced and unannounced observance of Contractor Parties.

11. Tuberculosis Risk Assessment/Testing and Immunizations. Contractor agrees to have its employees and employees of its subcontractors submit to a Pre-K and K-12 Tuberculosis Risk Assessment Questionnaire and Certificate of Completion Form from the California Department of Public Health. A licensed health care provider, including registered nurses, must administer the assessment within 60 days of hire. If tuberculosis risk factors are identified, a TB test is required. Contractor shall also comply with the licensing requirements of California Health & Safety Code Section 1596.7995 by requiring that all of Contractor's employees and employees of its subcontractors be immunized against measles, pertussis, and influenza, unless the individual presents a valid medical exemption. Contractor shall maintain written documentation that all employees have satisfied this requirement and shall make such records available, upon request of the District. Contractor further agrees to comply with all applicable federal, state, and local regulations and laws regulating child immunization requirements and Contractor's admittance of children in child care or preschool programs, including California Health & Safety Code section 120325, *et seq.*

12. Hold Harmless/Indemnification. To the fullest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless District, its Board and members of the Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "District Indemnified Parties") from any and all losses, liabilities, claims, suits, damages, expenses, costs, recourses, penalties, fines, liabilities, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, Contractor's use of or presence in, on, or about the School Site, or from any activity, work, or thing done, permitted, or suffered by Contractor, its employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, representatives, servants, concessionaires, or visitors in conjunction with Contractor's performance of this Agreement, including, but not limited to, personal or bodily injuries, illnesses, infectious diseases, or bacterial or viral infections, death, property damage, theft, or loss, loss of District's ELO-P Funding or any financial fees or penalties assessed as a result of an audit finding due to Contractor's acts or omissions, or any non-compliance with any federal, state, or local laws, orders, regulations, or health and safety guidelines unless caused wholly by the sole negligence or willful misconduct of the District or District Indemnified Parties; and in case any action or proceeding be brought against District or the District Indemnified Parties, Contractor, upon notice from District, shall defend the same at Contractor's expense by counsel selected and approved in writing by District.

13. Insurance.

- A. Commercial General Liability Insurance. Contractor shall, during the Term and any Renewed Term of this Agreement, maintain in force, a combined, single-limit liability commercial general insurance policy with a \$2 million per occurrence and \$4 million aggregate limit of liability for bodily injury and property damage, including products and completed operations, and personal and advertising injury. The District, its Board, officers, officials, employees, agents and volunteers shall be named as additional insureds at Contractor's expense under such policy. Such policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. Contractor agrees to provide District an original certificate of insurance evidencing this coverage in a form satisfactory to District upon execution of this Agreement, upon each policy renewal, and upon request of District during the Term and any Renewed Term of this Agreement.
- B. Automobile Insurance. Contractor shall, during the Term and any Renewed Term of this Agreement, maintain in force a comprehensive auto liability policy naming District, its Board, employees, and agents, at Contractor's expense, as additional insured under such policy. The policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. Contractor agrees to provide District an original certificate of insurance evidencing this coverage, including all required amendatory endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements, in a form satisfactory to District upon execution of this Agreement, upon each policy renewal, and upon request of District during the Term and any Renewed Term of this Agreement.
- C. Workers' Compensation and Employer's Liability Insurance. During the Term and any Renewed Term of this Agreement, Contractor shall comply with all provisions of law applicable to Contractor with respect to obtaining and maintaining workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1 million per accident for bodily injury, illness, or disease. Prior to commencing the Services for the Term and prior to any Renewal Term, Contractor shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be cancelled or reduced without thirty (30) days prior written notice to District.
- D. Sexual Molestation and Abuse Insurance. Contractor shall, during the Term and any Renewed Term of this Agreement, maintain in force sexual molestation and abuse coverage with a \$1 million per occurrence, \$3 million aggregate limit of liability. The District, its Board, officers, officials, employees, agents and volunteers shall be named as additional insureds at Contractor's expense under such policy. Such policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. Contractor agrees to provide District an original certificate of insurance evidencing this coverage in a form satisfactory to District upon execution of this Agreement, upon each policy renewal, and upon request of District during the Term and any Renewed Term of this Agreement.
- E. Property Insurance. Contractor acknowledges and understands that the insurance to be maintained by District on the School Site will not insure any of Contractor's equipment or personal property. Accordingly, Contractor shall, at its own expense, maintain in full force and effect an insurance policy on all of its equipment and personal property in, about, or on the School Site. Said policy is to be for "All Risk" coverage insurance, at full replacement cost with no coinsurance penalty provision.
- F. Other. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, District requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in

excess of the specified minimum limits of insurance and coverage shall be available to District. Each insurance policy required by this Agreement shall: (i) be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A: VII; (ii) not be cancelled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to District; and (iii) contain a clause waiving all rights of subrogation against District, its Board, members of the Board, and elective or appointive officers or employees, when acting within the scope of their employment or appointment. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer. The Parties agree that any insurance maintained by District will apply in excess of, and not contribute with, insurance provided by the policies required by this Agreement. With respect to self-insured retentions, self-insured retentions must be declared to and approved by the District. At the option District, either: (i) the Contractor shall obtain coverage to reduce or eliminate such self-insured retentions as respects the District, its Board, its officers, officials, employees, agents and volunteers; or (ii) Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District. District reserves the right to modify the requirements of this Section at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

14. Cooperation with Other Occupants of the School Site. It is understood and recognized by Contractor that the School Site will be used by other parties, including District, and Contractor shall cooperate with the other parties in reaching amicable arrangements regarding matters of concern, such as use of common areas, security measures, etc.

15. Non-Discrimination. Contractor and its employees shall not discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor covenants to meet all requirements of District pertaining to non-discrimination in employment. If Contractor is found in violation of the non-discrimination provision of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the conduct of its activities under this Agreement by the State of California Fair Employment Practices Commission or the equivalent federal agency or officer, it shall thereby be found in default of this Agreement.

16. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by electronic mail transmission or overnight delivery service addressed as follows:

SAUSALITO MARIN CITY SCHOOL DISTRICT
200 Phillips Drive
Marin City, CA 94965
ATTN: Elizabeth Henry,
Director of Instruction
Email: ehenry@smcsd.org

[CONTRACTOR]
[ADDRESS]
[CITY, CA ZIP]
ATTN: [NAME, TITLE]
Email: [Email]

Any notice personally given or sent by electronic mail transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

17. Assignment. Contractor shall not assign its rights, duties or privileges under this Agreement, without the written consent of District. Any such attempt without District written consent shall be void.

18. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties with respect to Contractor's provision of the ASES and ELO-P Services and supersedes all prior discussions, negotiations, and agreements, whether oral or written, with respect to the same. This Agreement may be amended or modified only by a written instrument mutually executed by the Parties and approved by the District's Board.

19. California Law. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in the County of Marin, California.

20. Attorneys' Fees. In the event of any dispute under this Agreement, or the default by any Party of that Party's obligations hereunder, then each Party shall be responsible for its own attorneys' fees.

21. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

22. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

23. Interpretation. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

24. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as may be expressly provided herein.

27. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

28. Authority. Each person signing this Agreement represents and warrants that he/she/they is duly authorized and has legal capacity to execute this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and this Agreement is valid and a legal agreement binding on such Party and is enforceable in accordance with its terms.

29. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

30. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2026

Dated: _____, 2026

**SAUSALITO MARIN CITY SCHOOL
DISTRICT**

[CONTRACTOR]

By: _____
LaResha Huffman, Superintendent

By: _____
[Name], [Title]

Information regarding Contractor:

License No.: _____

_____ :

Address: _____

Employer Identification and/or
Social Security Number

Telephone: _____

**NOTE: Section 6041 of the Internal
Revenue Code (26 U.S.C. 6041)
and Section 1.6041-1 of Title 26 of
the Code of Federal Regulations
(26 C.F.R. 1.6041-1) requires the
recipients of \$600.00 or more to
furnish their taxpayer information
to the payer. In order to comply
with these requirements, District
requires Contractor to furnish the
information requested in this
section.**

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

EXHIBIT "A"

EXPANDED LEARNING SERVICES

[TO BE FINALIZED BASED ON SELECTED PROPOSAL]

Contractor shall operate the District's ASES and ELO-P at the School Site in conformance with the specifications set forth as follows and applicable state law. The District's ASES California Education Code Certified Assurances are attached as Exhibit "D".

1. Contractor shall provide the following childcare services for District's students in grades TK through 8:

- a. After-school Program: Services shall be provided for a minimum of three (3) hours per regular school day, commencing at 3:00 p.m., and ending at 6:00 p.m., during the School Site's regular school year. The after-school program includes time for students to have a snack and outdoor recess. Contractor, in coordination with and with the approval of the District, shall establish a policy regarding reasonable early daily release of students from the after-school program. It is the Parties intent that students participate in the full daily offering of the after-school program, except as allowed by the early release policy.
- b. Intersession Program: Services shall be provided from 8:00 am to 4:00 pm during intersession breaks that occur during the regular school year. There is also at least a week break between the regular school year and summer program. The intersession program will be offered during all intersession breaks except for New Year's Day, Martin Luther King Jr. Holiday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.
- c. Summer Program: The summer program shall consist of at least seven (7) weeks every summer break. Summer programming shall include academic intervention in addition to the program and curricular requirements set forth herein.

Services shall be provided to those District students identified by District, which students shall be given first priority for enrollment. In no event shall the number of enrolled students plus staff exceed the maximum occupancy set by the fire marshal for the indoor facilities used by Contractor, nor shall enrollment exceed the maximum capacity permitted under Contractor's license as applicable. Any additional activities shall only be permitted with the prior express written approval and consent of District. District may, at its sole discretion, assess a surcharge to cover the additional impact on the School Site of any change to Contractor's Services in an amount to be separately agreed by District and Contractor.

2. Meeting Participation. Contractor's Program Director will attend District staff meetings to meet all District staff and faculty at the beginning of the year.

3. Coordination with Community Organizations. Contractor will coordinate with community-based organizations supporting students. In the event that Contractor subcontracts for a portion of the Services with a community-based organization, Contractor shall enter into a written agreement for the subcontracted services, which written agreement shall require subcontractor to adhere to all requirements set forth in this Agreement, including without limitation, indemnification of the District, satisfaction of insurance requirements naming Contractor, District and its Board as an additional insured, completion of a fingerprint and background check certification, and maintaining confidentiality of student records. Contractor shall not share student records with any subcontractor unless a Form of Academic Release, attached hereto as Exhibit "E", is obtained from the student's parent or legal guardian permitting release of student records specifically to subcontractor. All subcontracts shall be submitted to District by Contractor, before execution, for review and preapproval to ensure all applicable requirements of this Agreement are included, and insurance certificates and fingerprinting certificates shall be provided to District before commencement of subcontractor's services.

4. Parent Outreach and Communication. Contractor will host events for District's parent/families of the School Site to improve access and engagement with the District's families. Contractor shall have check-in meetings with parents/legal guardians and students on a regular basis to discuss student performance, successes and needs.

5. Student Discipline. Contractor shall report any disciplinary issues to District that occur while delivering the Services. Contractor's staff shall use referral forms agreed to by the Parties for any behavior management issues.

6. Quality Improvement. Contractor shall implement a continuous quality improvement cycle to assess, plan and improve program based on the quality standards for ASES and ELO-P expanded learning. Contractor shall maintain at least a level 3 (Proficient) on the California after school program self-assessment tool containing 11 program quality elements.

7. Staffing Ratios. Contractor must maintain a staff to pupil ratio of 1:20, unless working with TK/K pupils, where the staff to pupil ratio must be at least 1:10. Mixed pupil groups that include any TK/K pupils shall adhere to the 1:10 staff to pupil ratio requirement.

8. Staff Requirements. In addition to the requirements for Contractor's employees set forth in this Agreement, Contractor shall meet the following requirements regarding staffing for the Services:

a. The Contractor's administrator of the afterschool program shall establish minimum qualifications for each position that, at a minimum, ensure that all of Contractor's employees who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the District.

b. Selection of the program site supervisors shall be subject to the approval of the School Site principal.

c. There shall be a Program Director, Program Coordinator, and Group Leader, as described as follows:

i) Program Director. The Program Director is responsible for the overall vision, direction and execution of all of the TK-8 extended day education provided by Contractor. The Program Director shall possess: a Bachelor's Degree, Master's Degree preferred; Experience relevant to the Services; Leadership and teaching experience at an elementary and/or middle school; Successful experience working with racially, ethnically, culturally and socio-economically diverse youth. Knowledge, skills, and abilities relevant to the Services; Strong commitment to improve educational equity for under-resourced communities; Highly collaborative problem-solver and strategic thinker; Excellent communication skills; Ability to build partnerships with local schools and community agencies; Knowledge of best youth engagement and development strategies; Adept at assessment and monitoring of student progress; Ability to supervise, coach, and evaluate staff within a framework of equity, performance and cultural competency; Adept at leading program priorities, objectives and goals efficiently and effectively in a fast paced environment from start to finish; Experience with G-Suite, Zoom, Salesforce, and other platforms.

ii) Program Coordinator. The Program Coordinator is responsible for the daily operation of the after-school program, including, but not limited to, strong organization, supporting program staff, consistent monitoring of all classrooms and elements of the after-school program, daily student attendance tracking and general program support. Program Coordinator shall possess the following: Bachelor's Degree preferred; Experience relevant to the Services, working as part of a diverse team, working with an elementary and/or middle school, working with students from diverse backgrounds and needs, working in a social emotional

supportive environment/program, working with school age families; Ability to manage a complex set of demands and activities; Comfortable working with G Suite, Salesforce, texting apps, and other platforms;. Ability to speak Spanish preferred.

iii) Group Leader. The Group Leader is responsible for leading academic and enrichment activities and directly supervising students during the afterschool and intersession programs. The Group Leader shall possess: A minimum of high school diploma or recognized equivalent, and two years of college (48 units), or A.A. degree (or higher), or obtained a passing score on a local assessment of knowledge and skills in assisting in instruction; Previous work with elementary and middle school aged students desirable.

9. ELO-P Plan. District's Board approved "Expanded Learning Opportunities Program Plan Guide", attached hereto as Exhibit "A-1" ("ELO-P Plan"), applies to District's ELO-P. Contractor shall comply with the ELO-P Plan as applicable to Services provided by Contractor after school during the regular school year. If this Agreement is extended for any Renewed Term, the Parties will annually review the ELO-P Plan prior to the start of the new school year and, as applicable, every three (3) years the ELO-P Plan shall be updated and approved at the discretion of the District's Board, and attached to this Agreement as a part of Exhibit "A-1".

10. Attendance. Contractor shall maintain accurate daily student attendance in compliance with all ASES and ELO-P requirements and submit them to the District upon request or as required by this Agreement. Failure to maintain attendance may result in non-renewal or early termination of this Agreement.

11. ELO-P & ASES Requirements.

a. Contractor shall provide the Services in accordance with Education Code sections 8482-8484.65 and 46120 and any and all applicable state regulations and audit requirements that is currently or may become effective during the Term, or any Renewed Term, of this Agreement.

b. The Services shall comply with the following requirements:

i) The expanded learning activities shall focus on developing the academic, social, emotional, and physical needs and interests of children through hands-on and engaging learning experiences. The program should be pupil-centered, results driven, including community partners, and complement (but do not replicate) learning activities in the regular school day. Each component of the program shall consist of the following two elements:

1. An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.
2. An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

ii) Contractor shall provide Services to students with disabilities and shall cooperate with District's Special Education Department to determine the needs and services and provision thereof for children requiring additional support or services based on reasonable accommodations.

iii) Contractor shall comply with the program requirements set forth in subdivision (b) of Education Code Section 46120, including the following:

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the

175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, recess, and meals, are no less than nine hours of combined instructional time, recess, meals, and expanded learning opportunities per instructional day.

Contractor and District will work cooperatively to establish a program schedule that complies with these requirements, with Contractor providing the Services necessary to fulfill the required time for each school day.

- iv) Every child attending the School Site is eligible to participate in the program, subject to program capacity. The Contractor may charge family fees provided that such fees shall be on a sliding scale that considers family income and ability to pay. Contractor's fees and sliding scale shall be subject to District approval. Fees shall be waived for children who are English language learners, eligible for free or reduced-priced meals, for a child that is a homeless youth as defined by the federal McKinney-Vento Homeless Assistance Act (42 United States Code Section 11434a), or for a child who Contractor or District knows is in foster care.
- v) Contractor shall cooperate with District in regard to any audit conducted pursuant to Education Code Section 41020 to determine compliance with the programmatic requirements of subdivision (b) of Section 46120. Fiscal data, including attendance data, evaluation data, and any additional requested data must be accurate and provided to District in a timely manner. Contractor shall be responsible for reimbursing the District for any loss of State Funding, or for the payment of any financial fees or penalties, that result from any and all audit findings due to the acts or omissions of Contractor.

At Contractor's sole cost and expense, Contractor shall maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term and any Renewed Term of this Agreement and for five (5) years thereafter. Contractor shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

- vi) Meals and snacks shall be provided by Contractor to students and shall comply with the nutrition standards set forth in The Pupil Nutrition, Health, and Achievement Act of 2001 (Education Code Sections 49430–49434). Any meals made available shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code Section 1766).

12. Other Programmatic and Staffing Requirements.

- a. Contractor, at Contractor's sole cost and expense, shall possess an appropriate childcare license. District may conduct unannounced site visits to oversee program quality. Contractor's Services shall maintain full compliance with all applicable District and licensing requirements that is currently or may become effective. Contractor shall be properly registered and licensed with and by the State of California, and any other governmental agency required by law, and Contractor's use the School Site to offer the Services shall comply with the terms of this Agreement, all District Policies, rules and regulations, and

any regulation, order, law, statute, or ordinance of a governmental agency having jurisdiction over the Services and use of the School Site and facilities.

b. Health and Safety. Contractor agrees that it will deliver the Services offered in a competent, safe, sanitary and efficient manner at least comparable to other well-managed operations of a similar type. Contractor shall comply with all legal obligations, as well as all local, state, and federal laws and regulations, in delivering the Services. Contractor represents that it is qualified to deliver the Services. Contractor shall be solely responsible for all aspects of the Services, including the enrollment of students, the recruitment, employment, and training of employees, the payment of employment, income, sales, and the collection of fees in accordance with all applicable laws. Contractor shall develop and observe security measures to protect children enrolled in the program and provided the Services, including but not limited to emergency contact information, sign-in/sign-out procedures, and a visitor sign-in log, and otherwise as required by license and law. Contractor understands that California Senate Bill 553, which requires implementation of a Workplace Violence Prevention Plan, goes into effect on July 1, 2024, and Contractor agrees to adhere to the District's Workplace Violence Prevention Plan applicable to the School Site.

Pursuant to Education Code sections 46120(b)(2)(D) and 8483.4, Contractor shall notify the District by the next working day following, and submit to District a written report within seven (7) days of, the occurrence of any health- or safety-related issues, including, but not limited to, issues involving criminal background clearances for employees and other individuals participating in the provision of the Services as identified in the Criminal Background Investigation/Fingerprinting Certification in Exhibit "C", building safety at the School Site, and any of the following events:

- i) Death of a child from any cause;
- ii) Any injury to a child that requires medical treatment;
- iii) Any unusual incident or child absence that threatens the physical or emotional health or safety of a child;
- iv) Any suspected child abuse or neglect, as defined in Penal Code section 11165.6;
- v) Epidemic outbreaks;
- vi) Poisonings;
- vii) Fires or explosions that occur in or on the School Site;
- viii) Exposure to toxic substances;
- ix) An arrest of an employee of the Contractor or other individual participating in the provision of the Services; or
- x) Any other health and safety event as may be requested, in writing, by District.

Contractor shall request, in writing, from parents or guardians each pupil's health information, such as whether a pupil has allergies or asthma, before pupil's enrollment in ELO-P. Parents or guardians may provide this information at their discretion and are not required to provide pupil health information in order for the pupil to receive the Services or enroll in ELO-P.

c. Contractor, at its sole cost and expense, shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants, and/or subcontractors who may provide services in conjunction with Contractor's activities on the School Site.

d. Contractor shall at all times retain active, qualified, competent, and experienced personnel to supervise Services and to represent and act for Contractor. Contractor shall require its personnel to be properly dressed, clean, courteous, efficient, and neat in appearance at all times. Contractor shall not allow any person(s) in or about the School Site to use offensive language and/or act in a boisterous or otherwise improper manner. Contractor

shall maintain a close check over Contractor's personnel to ensure the maintenance of a high standard of service to the public. Contractor shall replace any employee whose conduct is detrimental to the best interests of the public. Such employee shall be replaced pursuant to the following standards:

- i) If, in the reasonable judgment of District, Contractor's employee(s) represent an immediate threat to the health, welfare or safety of the children of the District, District's students, staff, or the public, or if Contractor's employee(s) acts or omissions violate applicable laws, codes, rules, regulations, or ordinances, or otherwise subject or expose District to liability to others, Contractor shall replace the employee(s) immediately and shall not employ said employee(s) with the Services or on the School Site which are the subject of the Agreement.
- ii) If Contractor's employee(s) engage in conduct or behavior which interferes with the educational program or activities of the District on the School Site, unduly disrupts the residents of the surrounding neighborhood, or otherwise is detrimental to the best interest of the public, District may provide Contractor with a written statement of complaint describing the conduct or behavior complained of and the corrective action required to resolve the complaint. If, in the reasonable judgment of District, the complaint has not been satisfactorily resolved within thirty (30) days of receipt by Contractor, the employee shall be replaced immediately and shall not be employed on the School Site.

13. Confidentiality.

- a. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other including, without limitation, student records, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (including marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the Contractor, (ii) information in the public domain through no wrongful act, (iii) information received from a third party who was free to disclose it, or (iv) information subject to disclosure pursuant to the California Public Records Act (Gov. Code, § 7920.000 *et. seq.*), court issued subpoena, or other applicable federal or state law.
- b. The Parties shall maintain the confidentiality of all Confidential Information received in the course of this Agreement and comply with all state and federal laws concerning the maintenance and disclosure of such Confidential Information, including, without limitation, the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. § 99.1 *et. seq.*) (collectively, "FERPA"), and California Education Code Sections 49073-49079.9. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- c. Covenant Not to Disclose or Misuse Confidential Information. Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information, or as required to comply with federal or state laws or regulations, including without limitation, the California Public Records Act. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

- d. **Student Records.** Prior to District providing Contractor's access to student records, Contractor shall submit to District written consent from each student's parent or legal guardian for the release of the student's records on the "Form of Academic Release" attached hereto as Exhibit "E". Contractor shall not provide any subcontractor access to student records unless and until an Academic Release is obtained from each student's parent or legal guardian that specifically allows that subcontractor to receive such student record. Upon submission of a completed Academic Release, to the extent permissible under applicable state law and in accordance with Board Policies and Administrative Regulations 5125 and 5125.1, the District will provide student information, including grades, progress reports, transcripts, IEPs, SSTs meeting notes and test scores. Contractor will also attend IEP and SST meetings when welcomed by the parent or legal guardian, and as consented to in the Academic Release. District will provide an email address and log in access to Catapult Connect and AERIES for Contractor's staff as needed.
- e. District may disclose to Contractor information from student education records as permitted by 34 C.F.R. Section 99.31, as Contractor has "a legitimate educational interest" in providing the Services for the District's ELO-P pursuant to this Agreement. Contractor shall be considered to be under the direct control of the District for the limited purpose of Contractor's use and maintenance of student records in order to meet requirements of FERPA and California Education Code. Contractor shall comply with the relevant requirements of FERPA, California Education Code Sections 49073-49079.9, and all other applicable federal and state laws regarding the confidentiality of personally identifiable student information provided by the District. Contractor shall not release any information contained in student records without District's prior written approval. To protect the confidentiality of student records provided by the District, Contractor will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement. Upon termination of this Agreement, Contractor shall return to the District all originals and/or copies of student records, in hard copy or electronic format, that it may access in performing Services. All student records shall remain the property of the District.

EXHIBIT "A-1"

ELO-P PLAN

All ELO-P Plans approved by the District's Board during the Agreement's Term and any Renewed Term shall be incorporated into this Agreement as Exhibit A-1 by this reference. Copies of the ELO-P Plans are available from the District's Educational Services Office or online at: <https://www.smcsd.org/Departments/Educational-Services/index.html>

EXHIBIT "B"

USE OF SCHOOL SITE

Use of the School Site by Contractor to deliver the Services shall be subject to the following terms and conditions:

1. **Title to School Site.** The Parties acknowledge that title to the School Site is held by the District. Nothing contained in this Agreement shall constitute an agreement by District to subject its fee interest in the School Site to any lien.
2. **Classroom Space.**
 - a. An authorized representative of the District or the School Site will designate and provide Contractor access to the required number of classrooms enrolled in the afterschool program. Classrooms are subject to availability and the location of the program is subject to change, within the sole discretion of District or the School Site.
 - b. The School Site may designate storage space for Contractor's materials and supplies to be used for the program, within the School Site's sole discretion and subject to availability of space. The location for storage is subject to change within the sole discretion of District or the School Site.
 - c. District shall not be responsible for the security of Contractor's personal property, including supplies and materials for the program, and District shall not be responsible or liable for the loss, theft or damage of any Contractor's personal property used, kept or stored at a School Site.
 - d. Contractor acknowledges and understands that Contractor will be delivering the Services at an operating public school campus. District shall have access to and use of any of the classrooms and storage areas during the times these areas are not used by Contractor for the program, including use by third parties arranged by District. Contractor shall cooperate with District following its scheduled use so as not to interfere with the District's or a third-party's use. Entrance into any areas of the School Site other than those designated for Contractor's use are prohibited unless an authorized representative of the District or a School Site provides written consent for use of such other areas.
3. **Damage to School Site.** Contractor shall promptly report to District any damage or disrepair of District improvements known to Contractor and/or caused or discovered by Contractor during Contractor's use of the School Site.
4. **Condition of School Site.** Contractor hereby acknowledges, understands, and agrees that the use of the School Site by Contractor is on an "AS-IS", "WHERE-IS" and "WITH ANY AND ALL FAULTS" basis, subject to any and all existing easements and encumbrances, without representation or warranty by District or its agents, whether express or implied, of any kind whatsoever, including, without limitation, any representation or warranty of fitness or suitability for the provision of Contractor's Services, and Contractor expressly waives all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement. Contractor acknowledges that prior to using the School Site, Contractor shall inspect the area of use, including appurtenant facilities or grounds, and by entry into the School Site pursuant to this Agreement, Contractor stipulates and agrees that the School Site is clean, safe, and in usable condition, that Contractor is satisfied with the condition, suitability, and fitness thereof, and accepts the School Site as being in good and sanitary order, condition, and repair and in the condition existing as of the commencement date of this Agreement. District shall not be required to make or construct any alterations including structural changes, additions, or improvements to the School Site. Applicant

expressly waives any and all claims for defects in the School Site, including any latent defects therein.

5. **Contractor Improvements or Alterations.** Contractor shall not construct or cause to be constructed on the School Site any improvements or alterations of any kind without the prior written approval of District. If District's written approval is obtained, Contractor shall, at its own expense, obtain all necessary environmental and governmental approvals and permits, including, without limitation, any necessary approvals from the Division of the State Architect ("DSA"), and any local authority including any site, grading, zoning, design review, and other required permits or approvals, if applicable, prior to commencing construction, and shall provide District with evidence of approval by all applicable governmental agencies. All contractors and subcontractors of Contractor, if any, shall be duly licensed and registered in the State of California. Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the construction or installation of any improvements that are performed by Contractor or on Contractor's behalf, including, without limitation, prevailing wage requirements. Contractor shall be solely responsible for maintaining the improvements installed thereon during the Term or any Renewed Term of this Agreement and for compliance with all applicable laws, ordinances, rules and regulations. District is in no manner responsible for damage or theft of Contractor's equipment, including play equipment or other personal property.
6. **Signs.** Contractor may, at Contractor's cost, place Contractor's signs on or at the School Site, and otherwise to advertise the Services, provided Contractor obtains the approval and consent of District regarding content, size, and placement of signs, which approval and consent shall not be unreasonably withheld. All signs shall comply with District Policies and local governmental ordinances pertaining thereto. Throughout the Term or any Renewed Term of this Agreement, Contractor shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair. At the termination of this Agreement, Contractor shall remove any signs which it has placed on the School Site, and shall repair any damage caused by the installation or removal of those signs.
7. **Title to and Removal of Contractor's Equipment.** Title to Contractor's equipment, personal property, chattels, fixtures and/or improvements ("Contractor's Equipment") on the School Site shall be held solely by Contractor. All of Contractor's Equipment shall remain the personal property of Contractor and shall not be treated as real property or become a part of the School Site. District shall have no maintenance or repair obligations with respect Contractor's Equipment. On or before the expiration of this Agreement, or within thirty (30) days after any earlier termination hereof, Contractor shall remove Contractor's Equipment, at its sole expense. Contractor shall repair any damage to the School Site, caused by said removal and restore the area to good condition, less ordinary wear and tear.

In the event that Contractor fails to timely remove Contractor's Equipment, District, upon fifteen (15) days written notice, may, without liability on the part of District to Contractor or any person or entity claiming under Contractor, either (1) accept ownership of Contractor's Equipment with no cost to the District, or (2) remove and/or dispose of Contractor's Equipment at Contractor's sole cost. In the event that the District chooses to accept ownership of Contractor's Equipment, Contractor shall execute any necessary documents to effectuate the change in ownership of Contractor's Equipment to District. In the event that the District removes and/or disposes of Contractor's Equipment, Contractor shall pay all costs for the removal and/or disposal of Contractor's Equipment within thirty (30) days of receipt of an invoice.

8. **Restoration Following Use.** Following Contractor's use of the School Site, Contractor shall be responsible for restoring the area of use, and other portions of the School Site utilized by Contractor to provide the Services, to its condition that existed prior to Contractor's use with

no damage thereto, reasonable wear and tear accepted. District will provide custodial services for the School Site.

9. Prohibited Uses and Restrictions.

- a. The following uses and types of activities are prohibited on the School Site: (1) Any use or activity which involves the possession, serving, consumption, use, and/or sale of alcoholic beverages, illegal drugs, narcotics, intoxicants, marijuana or synthetic marijuana, tobacco products, including, without limitation, vaporized or e-cigarettes, and/or other restricted substances; (2) Any use or activity which involves gambling and/or the conducting of games of chance; (3) Any use or activity which is inconsistent with the use of the School Site for the Services expressly stated herein, the use of the School Site for school purposes, or which otherwise interferes with school or District activities or the regular conduct of schoolwork; (4) Any use or activity which is discriminatory against any group or individual protected under local, state, or federal antidiscrimination laws or District policy; (5) Any use or activity that includes fighting, quarrelling, abusive language, or noise which may be offensive to other uses, activities, or the neighborhood; (6) Any use or activity for the commission of any crime or any act prohibited by law or District policy, nor shall the School Site be used for any unlawful purpose; (7) Any use or activity which is inimical or contrary to public morals, good manners, taste and/or welfare or which is morally objectionable as unsuitable for a public educational facility; (8) Any use or activity which would, in the sole discretion of District, unduly disrupt the residents in the surrounding neighborhood; (9) Any use or activity which would, in the sole discretion of District, injure or damage the School Site, school facilities, grounds, equipment, or other school or District property; (10) Any use or activity which may cause an increase in the existing rate of insurance upon the School Site or cause the cancellation of any insurance policy covering the School Site; (11) No animals of any kind are allowed on the School Site except for certified service animals or unless otherwise required by law; (12) Firearms, including pellet guns, BB guns, or sling shots, and other weapons or explosive devices are prohibited on any District property, including the School Site; and (13) Contractor shall not commit or suffer to be committed, any waste upon the School Site, or place any harmful substances, whether solid, liquid or gaseous, in the plumbing, sewer, or storm water drainage systems of the School Site.
- b. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the School Site except in trash containers designated for that purpose. Additionally, Contractor shall comply with all environmental and hazardous materials laws, and shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the School Site. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCBs, and any material or substance which is: (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30, et seq.; (ii) defined as "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601, et seq. As used herein, the term "hazardous materials law" means any statute, law, ordinance, or regulation of any governmental body or agency, including, without limitation, the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services, which regulates the use, storage, release, or disposal of any Hazardous Material.

c. When parking at the School Site, Contractor and its participants, employees, agents, volunteers, licensees, and invitees must park in designated parking locations and drive on designated roadways. Under no circumstances shall Contractor or its participants, employees, agents, volunteers, licensees, and invitees drive or park on lawns, fields, pedestrian pathways, corridors, tracks, landscaping, courtyards, sidewalks, or any other areas not intended for vehicles. Parking in designated fire lanes is prohibited. Contractor shall be solely responsible for any and all property damage or other losses resulting from unauthorized use or parking of vehicles in prohibited areas on the School Site by Contractor or its participants, employees, agents, volunteers, licensees, or invitees. District shall have no responsibility for the safety of the vehicles or their contents parked at the School Site, and Contractor assumes the entire risk of lost and theft with respect to property placed at the School Site by Contractor or on its behalf.

10. Taxes and Assessments. It is understood and agreed that all taxes, costs, expenses, assessments, levies, possessory interest taxes, late charges, and other charges and governmental fees, general and special, ordinary and extraordinary, unforeseen as well as foreseen of any kind or nature whatsoever, which prior to or during the Term or any Renewed Term of this Agreement become due and payable upon Contractor's use of the School Site or upon fixtures, equipment, or other property installed or constructed thereon, or which Contractor is otherwise required to pay hereunder, shall be the full responsibility of Contractor, and Contractor shall pay all sums prior to delinquency. Contractor is responsible for any interest and penalties that may accrue thereon in the event of Contractor's failure to pay such amounts, along with all reasonable damages, costs, and attorneys' fees and expenses which District may incur by reason of any default of Contractor or failure on Contractor's part to comply with the terms of this Agreement. This provision shall survive the expiration or earlier termination of this Agreement.

11. Construction Related Accessibility Standards. Pursuant to Civil Code section 1938, District states that the School Site have not undergone inspection by a Certified Access Specialist (CASp).

EXHIBIT "C"

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

I, the undersigned, certify to the Board of Trustees of the Sausalito Marin City School District ("District") that I am familiar with the facts herein certified, I am a representative of _____ ("Contractor"), and I am duly authorized and qualified to execute this certificate on behalf of Contractor. I certify that Contractor has taken the following action with respect to the Independent Contractor Agreement ("Agreement"):

The box below must be checked with regard to Contractor and Contractor's personnel (officers, principals, paid or unpaid employees, staff, agents, representatives, volunteers, consultants, contractors, vendors, subconsultants, and subcontractors of Contractor who will enter the District's Property) ("Contractor's Personnel") and the arrangements verified by an authorized representative of District.

Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's Personnel who may have contact with District pupils not under the immediate supervision of a pupil's parent, guardian, or District employee during the Term of the Agreement (including any renewed term), and the California Department of Justice has determined (A) that none of Contractor's Personnel have been convicted of a felony, as that term is defined in Education Code section 45122.1, and/or (B) that the prohibition does not apply to Contractor's Personnel as provided by Education Code section 45125.1(e)(2) or (3). When Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. **A complete and accurate list of Contractor's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. Contractor's Personnel shall not enter District's property until the DOJ ascertains that that individual has not been convicted of a felony as defined in Government Code section 45122.1.**

Contractor's responsibility for background clearance extends to all of its employees, staff, volunteers, agents, representatives, and officers and all of its vendor's, consultant's, contractor's, subconsultant's, and subcontractor's employees, staff, volunteers, agents, representatives, and officers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Contractor.

By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contractor's Personnel throughout the duration of the Agreement. **A list of Contractor's Personnel is provided below.**

List of Contractor's Personnel/Volunteers

Name/Company: _____

By: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "D"

DISTRICT'S ASES CERTIFIED ASSURANCES

EXHIBIT "E"
FORM OF ACADEMIC RELEASE

I, the undersigned parent or legal guardian of the student identified below, grant _____ ("Contractor") permission to access and receive copies of my child's student records, including state test scores, progress reports, report cards and transcripts, Individualized Educational Plans ("IEPs"), and Student Support Team ("SST") reports.

In addition, I grant Contractor permission to attend IEP/SST meetings and to discuss my child's performance in school with their teachers and other support staff.

I understand that Contractor will maintain all information about my child as confidential and will not release any such information to any third party without my prior written consent.

Student Name: _____

Student Id #: _____

School: _____

Grade: _____

This authorization will remain in effect until such time as I may file with my child's school a written withdrawal of consent to release such information.

I certify that I am the parent or legal guardian and that I have legal custody of my minor child.

Parent/Guardian's Name: _____

Physical Address: _____

Mailing Address: _____

Telephone: _____

Email: _____

Parent/Guardian's Signature: _____

Date: _____